



# CITY OF SNOHOMISH

*Founded 1859, Incorporated 1890*

116 UNION AVENUE □ SNOHOMISH, WASHINGTON 98290 □ TEL (360) 568-3115 FAX (360) 568-1375

## NOTICE OF REGULAR MEETING

### SNOHOMISH CITY COUNCIL

in the  
George Gilbertson Boardroom  
1601 Avenue D

**TUESDAY**  
**May 17, 2016**  
**7:00 p.m.**

### AGENDA

*Estimated  
time*

- 7:00 1. **CALL TO ORDER**
- a. Pledge of Allegiance
  - b. Roll Call
2. **APPROVE AGENDA** contents and order
3. **APPROVE MINUTES** of the meetings of May 3, 2016
- a. Council Workshop (P.1)
  - b. Regular Meeting (P.9)
- 7:05 4. **CITIZEN COMMENTS** - *Three minutes allowed for citizen comments on subjects not on the agenda. Three minutes will be allowed for citizen comments during each Public Hearing, Action or Discussion Agenda Item immediately following council questions and before council deliberation. Citizen comments are not allowed under New Business or Consent items.*
5. **ACTION ITEMS**
- 7:20 a. 2016 Budget Amendment (P.31)
- 7:30 b. Petition for Vacation of Unnamed Right-of-Way (east of Cypress Avenue) (P.39)
- 7:40 c. **APPOINT** Parks Naming Committee Members (P.47)
- 7:50 d. **AUTHORIZE** City Manager to Execute Text Archiving Agreement with Mobile Guard (P.63)

*Continued Next Page*

- 7:55 6. **DISCUSSION ITEM** – Mobile Food Vendors (*P.81*)
- 8:10 7. **CONSENT ITEMS**
- a. **AUTHORIZE** payment of claim warrants #58663 through #58748 in the amount of \$1,062.149.14 issued since the last regular meeting (*P.91*)
  - b. Blackmans Lake Outlet Improvement Project – Woodlake Manor Easement (*P.101*)
  - c. **CONFIRM** Mayor’s Reappointment to Design Review Board (*P.109*)
- 8:20 8. **OTHER BUSINESS/INFORMATION ITEMS**
- 8:25 9. **COUNCILMEMBER COMMENTS/LIAISON REPORTS**
- 8:35 10. **MANAGER’S COMMENTS**
- 8:40 11. **MAYOR’S COMMENTS**
- 8:50 12. **ADJOURN**

**NEXT MEETING:** Tuesday, June 7, 2016, workshop at 6 p.m., regular meeting at 7 p.m., in the George Gilbertson Boardroom, Snohomish School District Resource Center, 1601 Avenue D.

*The City Council Chambers are ADA accessible. Specialized accommodations will be provided with 5 days advanced notice. Contact the City Clerk's Office at 360-568-3115.*

*This organization is an Equal Opportunity Provider.*

## **AGENDA ITEM 3a**

### **Snohomish City Council Workshop Minutes May 3, 2016**

1. **CALL TO ORDER:** Mayor Guzak called the Snohomish City Council workshop to order at 6:03 p.m., Tuesday, May 3, 2016, in the Snohomish School District Resource Service Center, George Gilbertson Boardroom, 1601 Avenue D, Snohomish, Washington.

#### **COUNCILMEMBERS PRESENT**

Derrick Burke  
Karen Guzak, Mayor  
Tom Hamilton  
Dean Randall  
Michael Rohrscheib  
Lynn Schilaty  
Zach Wilde

#### **STAFF PRESENT**

Larry Bauman, City Manager  
Jennifer Olson, Finance Director  
Steve Schuller, Public Works Director  
John Flood, Police Chief  
Pat Adams, City Clerk  
Grant Weed, City Attorney  
Yosh Monzaki, City Engineer  
Max Selin, Senior Utilities Engineer

2. **DISCUSSION ITEM** – Water Supply

Mr. Bauman stated staff's objective is to obtain Council's direction regarding one of two scenarios for water supply. This is necessary in order to set water rates for the next three years. The critical difference between the options is cost. Council's work tonight is the result of an ongoing focus on the City's water supply that started with the 2009 study. More recently, in September 2015, staff went through the next steps in assessing the current water supply by authorizing the FCS Group to provide an update on the City's water supply status and prepare a water rate study based on the two scenarios. The first scenario is to keep two sources of supply, which is the City's water treatment plant on the Pilchuck River and the Everett supply. The second scenario would be an all Everett supply for City residents which would establish an alternate source of supply for transmission line customers.

Mr. Schuller introduced City Engineer Yosh Monzaki and Senior Utilities Engineer Max Selin. He noted both were instrumental in coordinating the data being discussed tonight. Mr. Schuller stated staff and Council have discussed the water supply topic for quite some time. As background, in 2009 the water supply study was completed, which recommended the City should go to all Everett. Staff conducted two full workshops in 2014. In 2015, the City Council passed a resolution and discussed a rate study. He noted this is an opportunity for Council to discuss this information and to look toward a decision to be made in 2016 in order for the City to set water rates for 2017, 2018 and 2019.

Mr. Schuller provided the Council with background on the water rate scenarios. He stated it's important to note this is not just a public works project, but a public health issue. The City is required to provide safe healthy water 24-hours per day, seven days per week, or there will be a public health issue. The City can't be half in the water business. For the past couple of years, the City has tried to reduce capital costs at the water treatment plant knowing the Council is considering this important decision. The City can't continue doing this indefinitely, and needs to be completely in the water business or it needs to get out of the water business.

### **AGENDA ITEM 3a**

Mr. Schuller discussed the average percentage of annual operating expense by City service. He noted wastewater is 25%, law enforcement 20%, and water is 14%. The cost to have two water supplies, one supplying the City's northern customers from Everett and the other supplying the City's southern customers with water from the City's own supply, has cost a lot of money when compared with an all Everett supply. In 2008 to 2012, it cost the City \$3.4 million in both operating and capital costs to provide the same amount of water which could have been purchased from Everett for \$476,000. It cost the City seven times as much money over the five year period to keep both sources of supply. He stated it would be ideal to keep both sources of supply. However, he questioned how much does the City want to continue spending to keep both sources.

Councilmember Hamilton asked what percentage of the City's water is being provided by the Everett source.

Mr. Schuller responded it is approximately two-thirds. He noted that figure may have changed over time because there has been more growth north than in the core City. So, as the City has grown it has purchased more water from Everett.

Mayor Guzak stated during the summer months when the Pilchuck River is low, the City draws off Everett, and in the winter when the river gets high and the water is turbid, the City also pulls off of Everett. It's not consistent.

Mr. Schuller stated Everett's costs have increased. Customers are conserving and using less water. The City has done a good job of reducing its costs over the past six or seven years. The City was over \$4.00 per unit. One unit is 100 cubic feet. The City reduced it to \$2.00 per unit. The City is currently only paying for two water plant staff members, chemicals, an electrical bill and a small repair bill. The City is only paying what it costs to operate the plant and the City still cannot get down to Everett's costs. The biggest issue is capital costs related to an over thirty-year old water treatment plant and the 14.6 mile long transmission line. When considering those costs, the City costs increase significantly.

Based on the Council's direction in September, the City hired a financial services consulting firm and received specific information on rate impacts from the two scenarios. Currently, the typical single family home pays on average approximately \$41.00 per month for water. Under Scenario 1, which is to keep two sources of water and supply the north part of the City with water from Everett and supply the south part with water from the City's treatment plant, rates need to increase 6.75% every year for fifteen years according to the study. The Council would need to approve a rate resolution for 2017, 2018 and 2019 to increase water rates 6.75% for a total increase of 21.65%. In Scenario 2 which is all Everett, in approximately 2018, the City would shut down the water treatment plant, and the City would serve the transmission main customers with PUD water, and all of the City would be served by Everett water. Scenario 2 happens currently. When there are issues with the water treatment plant and it is shut down, all the water flows from Everett into the City's reservoir located by Emerson Elementary School. Under Scenario 2, rates would go up 2.25% every year. In three years, there would be a 6.9% increase versus a 21.65%. The average single family home would be paying \$43.94 per month versus \$50.00 per month. This is important



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because you can't just be half in and half out of the water business. Staff needs to know if it is going to be in the water business for the next ten to fifteen years. If the City continues in the business, fifteen years from now, if it keeps the two sources, the typical single family home will be paying \$109 per month and rates will increase 166%. If the City gets out of the water supply business and goes all Everett, the typical customer will pay \$57.00 per month and the rate increase will be 39% over the fifteen year period.

Mr. Schuller explained under Scenario 1, staff had to make assumptions regarding what it would take to be in the water business and made its assumptions based on an average scenario. So, things could be worse and water could be more expensive than \$109 per month. However, if things are good, it could be less. This assumes \$100,000 per year in capital costs at the water treatment plant and \$50,000 per year to complete repairs on the transmission main. Staff also assumed major upgrades at the water plant in 2019. Staff made no assumptions after 2019. These rates reflect issues as they exist today. There may be regulatory changes that will drive up those costs even more. None of those costs were calculated. Assuming everything stays the same for the next fifteen years, monthly costs are \$109. If there are major changes, the rate could increase. Staff did assume that the transmission main in 50 years would need to be completely replaced, which will cost \$18 million (in 2008 dollars). It also assumes 30% cash, and 70% would be debt issuance in 2031. Everett completed their rate study and identified a 0% rate increase in 2017 and 3% increases in 2018 and 2019.

Mr. Schuller noted that the water right is very valuable. However, it has very limited value currently. If the Council decided to look at going all Everett this year, the City would bank its water right. The City would not attempt to sell it today, due to its very limited value. Staff would approach the Department of Ecology and ask that the water right be banked. The City would work with the City Attorney and specialized counsel to draft a Water Right's Banking Agreement for Council review. The reason the City would want to bank their right is because it's possible in 2055 that Washington State can sell their water to California. The City would want to bank it as it will have more value in the future and more customers to sell it to. The second reason to keep it is the City may want to get into the water business again. Based on today's permitting requirements, that option will not be easy. However, future technology may make the permitting process easier. It's best to bank the water right. In the future, it may have a lot more value. Mr. Schuller stated next steps after Council discussion, would be staff returning with a resolution regarding the water supply source. At that meeting, Council will receive public input and then make their decision. Based on what Council decides, staff would return with the rate resolution raising rates to \$50.00 / 21.65% or \$43.94 / 6.9%.

If Council decides on Scenario 2 to go all Everett, the water plant will not be shut down immediately. There is a lot to be done and Council needs to approve and be satisfied with all the steps. For instance, the City will need to meet with the transmission main customers and explain the scenarios to them and receive their feedback. There will need to be a plan for removal of the existing dam and intake structure. The Water Right Banking Agreement needs to be completed with the Department of Ecology and the City needs to meet with the Snohomish PUD and finalize the Water Supply Agreement. Another aspect discussed

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previously, which is not financial, is the environmental benefits of getting out of the water supply business. The diversion dam and the fish ladder on the Pilchuck River are the only fish barriers within the entire Snohomish and Pilchuck River systems. Because of that, the Tribes are very excited. They helped fund a \$285,000 focused on taking out the dam and intake structure. This is very important to the Tribes and part of their long term fishing rights, which will return summer flows to the lower Pilchuck. It will allow the water to stay in the river and help enhance fish coming up the Pilchuck River, especially during the drought summers. Another financial consideration is that with these scenarios, staff has not assumed changes in any of the current regulations. However, it is quite possible that the old fish ladder being maintained by the City will at some point face future regulatory issues, resulting in additional costs, or it may be sued by a third party environmental group.

Councilmember Schilaty stated should the Council decide on Scenario 2, staff and the Council will have to do a good job explaining banking of water rights to the citizens. It's such a complex area of law. When she first came on the Council eight years ago, she was contacted by many constituents who were concerned about the City's water rights. This needs to be explained that the rights can be reclaimed or used as a future revenue source for the City.

Mayor Guzak confirmed she also heard from citizens about the importance of water rights. She thinks it's essential to explain banking to citizens if the Council chooses that option, and how it will cost a lot of money to access that water again. She asked about the dam removal study and recalled the study recommended it be removed in sections and not all at once.

Mr. Schuller replied the Tribes and others stated until the City makes a decision on whether it's going to keep its water supply or not, they will hold the study and not pursue any permitting or construction funding until the City Council decides on which direction it will take.

Mayor Guzak asked if there would be any financial assistance for removal of the dam.

Mr. Schuller stated his intent is to advise the Council that until there is a Memorandum of Understanding between the Tribes, Washington Water Trust and any other interested parties detailing their financial commitment to the City of Snohomish, the City would not want to remove the dam entirely. He noted the Washington Water Trust a non-profit, has contacted him every year since 2009 inquiring about the status of this project. With the Tribes obtaining federal grants and the Washington Water Trust providing a local match, he feels good about it.

Councilmember Rohrscheib stated the Pilchuck floods practically every winter. He wanted to know if the removal of the dam would increase the chance for flooding.

Mr. Schuller replied the study recommended that the dam not be removed all at once. It was recommended it be removed in stages. This is due to sediment building up behind the river. Even though it's not a very high dam at only about 15 feet tall partially buried, the sediment

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backs up and you don't want it released and cause any blockage which could then cause flooding.

Councilmember Rohrscheib asked about the type of liability the City would have from removing the dam and then having a flood event.

Mr. Schuller agreed there would be some liability, which is why the study recommended the removal in two or three stages. This will help ensure there will be no dramatic blockage causing flooding.

Councilmember Hamilton asked if the reservoir was behind the dam.

Mr. Schuller responded it was not.

Councilmember Hamilton commented today the water is flowing over the dam and it doesn't matter whether the dam is there or not, there is the same amount of water.

Mr. Schuller confirmed that is correct.

Councilmember Rohrscheib asked about the likelihood that Everett's water rates could increase dramatically. He has concerns about that. He noted rates are even currently, but in five years, it could change.

Mr. Schuller responded that is a real issue. However, all of the analyses confirm it will cost the City more money to keep both water supplies.

Mr. Bauman stated one advantage the City has now is that Everett has recently completed a long term study and the City has a long term rate projection which gives staff confidence.

Mr. Schuller stated he is the Chair of the Everett Water Utilities Committee. They are partners and meet six times a year. The City of Everett is very much involved. They are the regional supplier. Everett has already made huge upgrades to their water treatment plant several years ago. What Everett is doing is making their system more robust and able to withstand a major earthquake.

Mayor Guzak noted the City's transmission main has not had any seismic upgrades.

Mr. Schuller explained the costs presented do not assume any investments in seismic upgrades. If those costs were included, it would be a significant increase.

Councilmember Wilde asked since the plant would not be shut down immediately what would be the additional costs to keep the plant running during any transition period.

Mr. Bauman replied those costs are folded into the rates.

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Mr. Schuller stated the plan is not to shut down the water plant any earlier than 2018. It's possible it may be earlier, but most likely 2018 or later when the plant is physically turned off. There are a lot of issues to get in place prior to any shut down. He said the water treatment plant has been shut down many times in the winter when the City can't produce water, which is as often as eight times per year for up to one and half weeks. The City contacts the PUD and lets them know the City needs their water, they unlock the valve and turn it on.

Mayor Guzak stated it is clear to her that Scenario 2 – All Everett and banking the water rights seems financially beneficial.

Councilmember Randall is in favor of Scenario 2 – All Everett.

Mayor Guzak stated there is more work to do before staff is able to bring this back to Council.

Mr. Schuller summarized Councilmembers appear to prefer Scenario 2. In that case, staff will return to Council with a resolution for action and a final decision to select either Scenario 1 or Scenario 2, and allow the opportunity for public input. He acknowledged the City needs to do a good job to educate and inform its citizens on this topic. The second meeting would be the rate resolution and another opportunity for the public to comment.

Mayor Guzak asked about timing.

Mr. Bauman stated the matter would be brought back in the summer.

Councilmember Hamilton noted the economic advantage to one water supply. He's in favor of banking the water rights with one water supply. He also acknowledged the difficulties in reestablishing the water supply.

City Attorney Weed stated there is a distinction between water rights on paper and a perfected water right. Staff needs to negotiate the properly worded agreement with the Department of Ecology to preserve the water right and there is a standard process for doing it. He believes it may be beneficial to seek assistance from a water right legal counsel.

Councilmember Schilaty stated when Council first started these discussions they didn't know what their water rights would be. That's where the difference is now. The Council has a better understanding. She stated she was pretty adamant when the topic first arose not to give up the second source because she didn't know about banking water rights. The cost difference is tremendous. The issue is very emotional and difficult. However a lot has changed in providing water service to the community. She is willing to support Scenario 2.

Councilmember Burke asked about any anticipated involvement with Fish and Wildlife biologists regarding salmon habitat.

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Mr. Schuller responded because of the Salmon Recovery Boards and the broad coalition of groups including the Washington State Fish and Wildlife, Department of Ecology, County staff, the Tribes and other non-profit groups, they are all excited the City is even discussing getting out of the water business. Based on just rumors, they are willing to meet with staff and provide the City with a \$280,000 study. His intent if the Council should decide to go with Scenario 2, is staff will contact these agencies.

Councilmember Schilaty asked about the sediment issue.

Mr. Schuller responded they would use tremendous caution. It's a very small dam. They will try to remove it as naturally as possible. They would take two or three feet off of the dam and let nature move any sediment downstream.

3. **ADJOURN** at 6:55 p.m.

APPROVED this 17<sup>th</sup> day of May 2016

CITY OF SNOHOMISH

ATTEST:

\_\_\_\_\_  
Karen Guzak, Mayor

\_\_\_\_\_  
Pat Adams, City Clerk

**AGENDA ITEM 3a**

## **AGENDA ITEM 3b**

### **Snohomish City Council Meeting Minutes May 3, 2016**

1. **CALL TO ORDER:** Mayor Guzak called the Snohomish City Council meeting to order at 7:00 p.m., Tuesday, May 3, 2016, in the Snohomish School District Resource Service Center, George Gilbertson Boardroom, 1601 Avenue D, Snohomish, Washington.

#### **COUNCILMEMBERS PRESENT**

Derrick Burke  
Karen Guzak, Mayor  
Tom Hamilton  
Dean Randall  
Michael Rohrscheib  
Lynn Schilaty  
Zach Wilde

#### **STAFF PRESENT**

Larry Bauman, City Manager  
Grant Weed, City Attorney  
Jennifer Olson, Finance Director  
Steve Schuller, Public Works Director  
John Flood, Police Chief  
Pat Adams, City Clerk  
Debbie Emge, Economic Development Manager  
Yosh Monzaki, City Engineer

2. **APPROVE AGENDA** contents and order – no change.
3. **APPROVE MINUTES** of the meetings of April 19, 2016:
  - a. Workshop
  - b. Regular Meeting

**MOTION** by Hamilton, second by Wilde to approve the minutes of the April 19, 2016 workshop and regular meeting. The motion passed unanimously (7-0).

4. **CITIZEN COMMENTS** on items not on the Agenda

Mayor Guzak welcomed the citizens. She explained the seven Councilmembers are the elected officials of the City of Snohomish. The Council makes the City's policy decisions and provides oversight and direction to staff. City staff present at the meeting are the City Manager, City Attorney, Finance Director, Public Works Director, Police Chief and City Clerk. Other staff present in the audience are the Economic Development Director and City Engineer. She noted copies of the agenda are available at the dais and on the table directly outside of the meeting room. She discussed the new citizen comment procedures. Citizens will be given opportunities throughout the meeting to comment. Firstly, on items not on the agenda and then during the meeting, citizens can comment on any of the action or discussion items. Citizen comments will not be accepted on consent items or new business. She will ask for comments after staff presentation and after Council questions and before Council deliberations. The Council wants to hear its citizens' comments and questions. She asked the citizens to please speak up, identify which agenda item they will be speaking on, and if there is time, the Council might address citizen questions or other issues under new business. The Council does not want extended debates, and will get back to you if answers are not immediately available. Each Councilmember has their own individual viewpoints, but welcome all perspectives. The Council serves all the citizens of Snohomish. Council and

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staff also respond to emails and telephone calls. Mayor Guzak stated the three minute egg timer has been replaced by an electronic timer. At two minutes, the speaker will see a yellow light notifying them they have another minute to speak and when time is complete, the red light will come on.

**Morgan Davis, 206 Avenue I**, stated he will be speaking on Agenda Item 6a and 6b. For the last ten years, he has been advocating buying all City water from the City of Everett, and thus lowering the City's individual water bills. Every year of those ten years, the Council dithered about losing control of its so-called water rights in the Pilchuck River. Specifically, it was Councilmember Schilaty and Mayor Guzak, aided and abetted by City Attorney Grant Weed who dragged their feet on shutting down the Water Treatment Plant. The proof is in the pudding. On page 4 of the packet for tonight's workshop, Figure 1 shows the stark comparison, "Over a five-year period (2008-2012), the City ratepayers spent \$3.41 million on water supply and treatment. The same amount of water could have been purchased from the City of Everett for only \$476,000 over that identical five-year period." This was during the recession when citizens needed a break the most. In other words, the Council's inaction caused the City utility ratepayers to pay an extra \$3 million in water bills. That's terrible and unacceptable. To add insult to injury, the Council refused to remove its onerous 6% utility tax, which is a sales tax on water consumption. Water is a basic necessity like food or medicine, there should be no sales tax on it. Instead the Council disregarded the citizens and said they needed the money for the General Fund to fund government services. Yeah right, like \$2.5 million for a new Council chamber at First and Cedar, \$700,000 for an off-leash dog park at 2000 Ludwig Road or an artist-in-residence there, and a new Senior Center on top of an abandoned cemetery costing hundreds of thousands of dollars, \$50,000 for an MPD telephone survey in 2014 that turned out to be not really accurate, \$28,000 now in corporate welfare just to gauge public opinion of City government, thumbing their noses at bringing in thousands of new revenue from I-502, failing to call for open competitive bids on the solid waste contract, etc. The only things the Mayor and the Council agreed with him was that 0.2% sales tax instead of the \$20.00 car tabs to fund the TBD which brought the City the round-about at 15<sup>th</sup> and D and secondly, the contracting of City police services out to the Sheriff's Office saved the City taxpayers \$2.5 million. He stated the City Manager, has a nasty habit of putting controversial issues last on the Council agenda and the mundane, routine housekeeping subjects at the top of the agenda. His neighbor thinks it's done on purpose to discourage dialogue and complaints from the citizens. He stated to take tonight's agenda for example, the controversial survey results on government opinion research and the solid waste contract are scheduled after the mundane items.

**Mitch Cornelison, 321 Avenue F**, stated he supports Scenario 2, as recommended by the Public Works Director for the all Everett water supply to the City. Currently, it's costing City residents \$50,000 per month in excess charges. This has been going on for at least five years. It's been abundantly clear the City needs to switch to Everett. A study was completed five years ago. Mr. Schuller has made it crystal clear. The City is only providing approximately 25% of its water from the Pilchuck River. This is costing citizens \$50,000 per month for water rights that will never be used again. The City has the most complicated water system in the County. Approximately, 80% of the water is coming from Everett and it's the most efficient source. It's one of the most crystal clear decision making policy items



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he's ever seen laid out. Council needs to move on it and it needs to move quickly. It needs to be raised in priority. This is something that can be done for the citizens. The risk is so minimal. It's been laid out so clearly. He has seen other issues moved on much more rapidly than this. It needs to be made a top priority. If Council is against moving on it quickly, he wants a good solid hard reason why the Council is going to cost the citizens \$50,000 per month more for not moving on this in the next month. The Council has had five years to think about this. A meeting was conducted in the Spring of 2015 also, and it was just as clear last year as it is now. It is even clearer now in respect to the water rights. He urged the Council to move quickly and appreciated City staff's work on this issue.

Mayor Guzak stated for the most part, Council agreed with him and this matter will be addressed within the next few months. She thanked Mr. Cornelison for his comments.

**Ginger Joy-Rothholz, Snohomish**, stated she wants to be proud of her hometown. The safety of all ages of people is very important to her. Heroin is a big epidemic in this town. She asked what are we doing to help, and if we want to live in a family town or just avoid the situation? How are the kids and our families affected? Not to mention the elderly who tried so hard to make this a family town and how sad they are because they are watching Snohomish, Washington challenge through this. She said she has knowledge that citizens are finding needles in and around the Boys and Girls Club and it is only one block away from the Police Department. She finds that disturbing. If you ask the children what a needle looks like, they are not sure. The City needs to do some heroin education for all citizens. She stated we all need to get on the same page. There are no excuses – only solutions. That's the only way we are going to conquer heroin. The other concerns she has are the crosswalks. She noted they are unsafe. Her boyfriend got hit in a crosswalk four years ago. Whatever is happening, is not working. She doesn't know what the statistics are concerning who has been hit in crosswalks, but she has heard feedback that she is incorrect. She doesn't know if it's the parking structure. She took pictures today and said cars can't see you until you are right there walking across the crosswalk. If you get a long bed truck in there, they really can't see you.

Mayor Guzak asked the location of the crosswalk.

Ms. Joy-Rothholz responded it the crosswalk from Bank of America to Chase Bank. A girl hit her boyfriend in the crosswalk. It's believed she was texting.

Ms. Guzak asked the City Manager or Police Chief if they could comment on the heroin issue.

Mr. Bauman stated he will have comments later regarding a heroin forum to be conducted on May 26 at 6:30 p.m. at the Snohomish High School Performing Arts Center. He will provide more details during Manager Comments.

Mayor Guzak thanked Ms. Joy-Rothholz for her comments and appreciated her attendance.

## **AGENDA ITEM 3b**

### **5. ACTION ITEMS**

- a. **AUTHORIZE** City Manager to Sign a Professional Services Agreement with Kinnamon Communications for Website Content Usability and Training

Ms. Emge stated the proposed contract is to provide consulting services to analyze the City's current website content and navigation, writing for the web and design of usability testing scripts and scenarios to inform the re-design of the City's website. She stated staff is planning for a website redesign as included in the CivicPlus website contract. The redesign of the website is also a preliminary recommendation of the ad hoc Open Government Committee. Prior to beginning a redesign project, it is critical to better understand the weaknesses of the current website. Kinnamon Communications will provide expert recommendations on content and organization for the website, staff training on best practices related to civic websites, training on writing for the web, and developing tools that will assist staff in performing user research and data analysis not only for the redesign but also providing ongoing support after the website is designed. Ms. Emge provided background information on Ms. Kinnamon, the owner of Kinnamon Communications. She noted Ms. Kinnamon has significant experience in the field of website content and user centered design consulting and has worked locally with the Snohomish Health District and Community Transit. Ms. Kinnamon holds a certificate in User Centered Design from the University of Washington. She mentioned on a personal note, City Manager Bauman referred her to a class that Ms. Kinnamon offered and she was very impressed with the training she received. Ms. Emge is pleased to bring this item forward to the Council.

**MOTION** by Hamilton, second by Rohrscheib that the City Council **AUTHORIZE** the City Manager to sign a Professional Services Agreement with Kristin Kinnamon d/b/a Kinnamon Communications for website content consulting and usability work in the amount of \$3,000. The motion passed unanimously (7-0).

- b. **AUTHORIZE** City Manager to Sign a Sales Agreement with CivicPlus to add a CivicMobile App and to Expedite the Website Redesign.

Ms. Emge stated once the work is completed with Kinnamon Communications, the City will be ready for the website redesign. This agenda item is to authorize the City Manager to sign the sales agreement with CivicPlus to develop a CivicMobile smart phone and tablet application, and to approve expediting the redesign of the City's website. Three years ago, the website was redeveloped and has served the City pretty well. However, a lot has changed in three years. Specifically, the use of smart phones and mobile devices. She researched whether there were statistics available when the conversion occurred and indicated approximately 5% of users were on tablets and smart devices at that time. Currently, the City is up to 25% of users using web devices and a good majority of users on desktops are City staff, as the website is used heavily by staff. If City staff usage were removed, the web device user would be even larger. At the time the website was last launched, there was no CivicMobile App offered. This is a new product. It has been adapted in many communities throughout the United States. City staff conducted a

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workshop and reviewed the application from the other cities and decided to propose incorporating this as the City's official mobile app. In the past, the City did have someone who donated their time, and the City agreed to have "Experience Snohomish" as its official app. Unfortunately, the company hasn't grown as hoped and he is struggling to update the content and calendars. Staff proposed approving the development fee for the CivicPlus app for \$6,500. There is an additional annual support, maintenance, and hosting fee of \$1,950. This will cover the mobile piece of the technology. In response to the preliminary recommendations of the ad hoc Open Government Committee and staff learning more about best practices for civic websites, staff would also like to request the Council authorize expediting the redesign of the website which was originally scheduled for mid-year 2017. If approved, it is anticipated the redesign project would begin in June 2016 and be completed by the end of the year. This time frame will allow staff to complete additional testing on the website with both internal and external users to ensure a more useful and utilized website is redesigned. The fee to expedite the redesign is \$2,000.

**MOTION** by Hamilton, second by Randall that the City Council **AUTHORIZE** the City Manager to sign the sales agreement for the CivicMobile app and to expedite the redesign of the website for a total of \$10,450. The motion passed unanimously (7-0).

Mayor Guzak noted these are important items relative to the City's website and it's very clear this work on the website toward expediting the redesign will be beneficial.

- c. **AUTHORIZE** City Manager to Sign an Interlocal and an Easement Agreement Involving the Joint-owned City/Fire District 4 Property at 427 Maple Avenue.

Mr. Monzaki stated the Snohomish County PUD is looking at replacing and relocating the power pole on southeast corner Fifth and Maple. The proposed replacement and relocation is due primarily to age and safety. The PUD would like to relocate the pole further from Fifth Street, behind the sidewalk and away from the corner, which is believed to be a safer location. The property is jointly owned by the City and Fire District #4. One of the fire stations is located at this property. The PUD is requesting an easement on this property to relocate and maintain the power pole, the guide wires and the overhead wires. There will be two easements. Easement 1 is along the northern property line. Easement 2 is to maintain the overhead wires spanned between the pole and a pole to the south. The total easement area is approximately 11,075 square feet. The easements will not impact the Fire District's access. If the easement is approved, the cost of moving the poles in the future will be the City's responsibility. Typically, the PUD will move power poles as needed for road improvement projects at no cost to the City when they're in the right-of-way. If the pole is within the easement, the cost becomes the City's responsibility. Relocating the pole in the future could cost the City anywhere from \$25,000 to \$30,000. The PUD has split this cost with agencies in the past. This year's TBD project is the Maple Avenue Overlay which is from Pine to Second Street and is scheduled this summer. The relocation of the pole will not affect this project. The ADA ramp at this corner will be replaced as part of the overlay project and sidewalk does exist on Fifth Street and Maple Avenue. There are no plans to widen

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Fifth Street or Maple Avenue. If the easement is granted and the pole is relocated, it does not appear likely that there would be any need to move the pole any time in the near future. An appraisal was not completed for this property. The PUD used the Snohomish County Assessor's market land value, plus 20% to determine the compensation.

Easement 1 requires underground access because of the pole and the guide wires, so the area will be compensated at 75% of the adjusted value. Easement 2 only requires above ground access, so that area will be compensated at 50%. This is the PUD's standard method of calculating easement values. The total compensation will be \$11,616., which is approximately \$9.90 per square foot. The compensation will be divided between the City and the Fire District as specified within the Interlocal Agreement.

The Interlocal Agreement is required between the City and the Fire District to set the terms for granting the PUD easement, the division of compensation and also the removal of the emergency vehicle traffic control signal. Fire District #4 no longer uses the signal and would like it removed. The City will coordinate this work with the Snohomish County Public Works Department under the Traffic Signal Maintenance Interlocal Agreement. The cost for removal is approximately \$500 and will be covered by the compensation for the easements. The City's Street Department will be assisting the County during the removal of the signal at the intersection and there will be a time during the removal when the intersection will have to be closed briefly. Emergency vehicle signs will be installed by the City on Maple Avenue and Fifth Street once the signal is removed.

Councilmember Schilaty asked for a more detailed explanation on why the PUD wants to relocate the power pole.

Mr. Monzaki replied it is a safety issue and also due to the condition of the pole. It's an old pole and it's time to have it replaced.

Councilmember Schilaty asked if it is standard practice to have a power pole located on a corner of an intersection, or is that pole unusually close to the road.

Mr. Monzaki stated it is pretty close to the corner and the curb, so it may present a hazard to somebody making a sharp turn on to Fifth Street.

Councilmember Schilaty commented there may be a disadvantage to the City in moving the pole into the right-of-way because any future pole replacement would be the City's responsibility. She wants to know why it needs to be relocated.

Mr. Monzaki replied in addition to the safety and age of the pole, the PUD felt it was better to place it in that area due to the load the wires put on the pole.

Councilmember Hamilton noted the pole is in the sidewalk currently.

Mr. Monzaki stated the pole is in the planter area just north of the sidewalk.

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Councilmember Hamilton stated as the City does the repaving at that location, and the ADA accessible ramps are constructed, it appears relocating the pole will provide a better intersection for public safety.

Mr. Monzaki agreed.

Mayor Guzak noted it should also open up the corner to the fire trucks entering and exiting the station. She stated the City is receiving compensation at over \$11,000, which is split with the Fire Department.

Councilmember Schilaty wanted to know the total cost for relocating and replacing the power pole.

Mr. Monzaki replied between \$25,000 and \$30,000.

Councilmember Wilde stated the City will receive compensation for the easement. He wanted to know if the City will also receive compensation for relocating the pole.

Mr. Monzaki stated the City will not be compensated for relocating the pole. The PUD is covering the cost for relocating the pole. The City and the Fire District will receive \$11,616 to compensate for the easement. In the future, if the City ever needs to relocate the pole, the City will need to cover that cost.

Mr. Bauman stated he believed Councilmember Wilde was asking about the cost of removing the fire signal.

Mr. Monzaki replied the cost to remove the signal will be approximately \$500 and will be coordinated with the City's Street Department.

Councilmember Randall mentioned he use to work for a utility and they do treatment of poles over time and they keep a close eye them. He stated they can last up to forty years. Although the utility does everything they can to extend their lives, at some point, the pole has got to go.

Councilmember Burke asked about the trees. Once the trees mature and they start impeding the lines who is responsible for that.

Mr. Monzaki stated it's included in the easement agreement. The PUD will be allowed to trim the trees.

**Mitch Cornelison, 321 Avenue F**, stated he likes the new citizen comment format. He said the agreements look to be to the advantage of the PUD for a number of reasons. He suggested it be written into the agreement any future liability for placement of the pole will be the responsibility of the PUD. They're negotiating a contract with the City for an easement and there is no reason the City can't put that in the agreement as a caveat as a basis for the PUD being allowed to relocate the pole. Concerning the ADA access, if

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they are not willing to do that, they can move the pole a couple of feet further. When they do the pole replacement, which they are going to do anyway because its cycle time, they can move it a few feet to the east and that will allow better access for our curb cuts for future ADA access and it will still be in the right-of-way. He thinks the City needs to be careful about accepting liability for a pole improvement being brought forth by the PUD for a number of reasons that is to their advantage and the City doesn't want future liabilities for the pole. The City can't always predict what the future redesign may be in an area like that. The City should include a caveat to negotiate that with the PUD.

Councilmember Hamilton wanted to clarify the only liability the City has moving forward if the Council grants the easement would be if the City's wished to relocate the pole. The PUD is already under the obligation to maintain the pole.

Mr. Monzaki confirmed that is correct.

**MOTION** by Hamilton, second by Randall that the City Council **AUTHORIZE** the City Manager to sign and execute an easement agreement with Snohomish Public Utility District No. 1 for replacing a utility pole at 427 Maple Avenue and sign and execute an Interlocal Agreement with Fire District No. 4 for agreeing to terms pertaining to the said easement and to take steps necessary to execute such agreements. The motion passed unanimously (7-0).

### **6. DISCUSSION ITEMS:**

#### **a. Open Government Opinion Research**

Mr. Bauman stated this issue was discussed during the course of the April 19 regular meeting. The objective of this item is to discuss both the methodology and the outcomes of the opinion research conducted for the City as part of the open government initiative. This contract was performed by Strategies 360. The basic objectives of the City were to answer four questions: 1) What types of media would be most effective in reaching different demographics groups within the City; 2) What types of issues do citizens believe are the most important to be informed of by their City government; 3) How would citizens prefer to engage in the decision making process of their City government; and 4) What obstacles currently exist to more informed and effective citizen participation in our local government? These are very broad outlines of what staff was trying to achieve with the research project. Strategies 360 was contracted for this project and the methodology staff chose to pursue was to use focus groups because the focus groups were identified as a method to provide a more qualitative rather than quantitative approach to the data. The focus groups allow more of an interchange between the leader of the focus group and its members. They are able to delve more deeply into issues which cannot be done with a simple survey instrument. The process was to develop two separate focus groups. One was designed for residents ages 25-45, and the second group aged 46-76. This was broken down in this way demographically because there were basic assumptions that different age groups find different kinds of media appealing and useful. The

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respondents were recruited from two resources. One was an opt-in panel developed by word of mouth, social media and referrals, and the second were listed as sample residents of the City of Snohomish. These were for one-on-one in depth interviews. In each instance, the lists were randomized and individuals were contacted and selected using the screening questionnaire developed by Strategies 360. Strategies 360 also supplied demographic quotas and the final group of participants were selected according to factors which included age, gender, education, household income, community involvement and occupation. Although staff impressed strongly upon Strategies 360 the need to be very careful in selecting members of the focus groups since the City has such a broad postal area and so many people identify themselves as Snohomish residents who do not live within the City, their subcontractor who actually did the focus group member selection in a facility in Kirkland, did not get the message and the majority of the members were not City residents. This was the problem staff dealt with once it was realized this was occurring during the focus group sessions. As a result of the error, Strategies 360 came forward with a solution to conduct an additional eight one-on-one interviews with the opportunity for an in depth qualitative review rather than a simple questionnaire. The eight interviews were conducted with the same selection process but staff made sure each one of the members based on their actual address were City residents.

Mr. Bauman stated the key results of the research work are very broad results. The first key point was quality life is perceived as high. For example, there were very positive impressions regarding public safety and the preservation of the historic district. The challenge staff saw was that most citizens are not really paying attention to what the City is doing on a day-to-day basis and tend to engage only when there is a problem that seems to affect them directly or indirectly. The opportunity staff sees from that is to engage citizens more directly regarding services, such as public safety. For example, the heroin problem which was discussed during citizen comments, walking patrols downtown, school resource officer in the high school and similar kinds of City programs. The second point is City government is perceived as responsive but not transparent. The challenge staff has is trust is undermined by the perceived lack of transparency. The opportunity seen here is proactive and more direct communication is needed to pierce the notion that the City is not transparently accountable. The City will need to pursue a more assertive program in order to overcome that perception. The third point is a perceived lack of aggressiveness by the City in improving the lives of citizens. The challenge is understanding specifically what improvements are needed that are most important to citizens, which will be a key part of the City's program. The opportunity will be to develop quarterly surveys that ask citizens to provide useful feedback about services and programs and link the themes of these surveys to other kinds of outreach programs such as forums and town hall meetings and perhaps articles to a publication. The City is currently considering is a quarterly magazine to be mailed directly to each household in the community. The fourth point is a specific concern over water rates and PUD billings. The fact that PUD billings came up at all regarding City business is an indication there is a fundamental misunderstanding about what the scope of services are the City

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provides. That problem is not going to be easily resolved. One of the opportunities staff sees would be to develop a handbook, or what is being called for the time being, “An Owner’s Manual for City Government.” This is a local government 101 approach about what it is City government does, how to access services, where to go with complaints, how the City Council and its Boards and Commissions work together to provide policy and decision making for the City. These are issues that will be discussed further as the Council receives the Open Government Committee’s presentation in mid-July. Also, another issue seen is water rates, which is really interpreted as a concern about sewer rates. As Council is aware, the City is moving toward a 10% reduction in wastewater rates and this is something that can be communicated more clearly to our citizens.

Mr. Bauman explained the costs. The costs identified initially for this project was \$16,000. The final discounted cost as offered by Strategies 360 to compensate for the problem with the focus groups was \$13,000, which is the final billing for this project.

Mayor Guzak stated she oversaw the focus group projects and she believed the questions were appropriate, and the City received good service from Strategies 360.

**Morgan Davis, 206 Avenue I**, wanted to clear up something on the methodology which he asked for at the last Council meeting. Apparently, there were eight focus group members paid \$150 each. The majority were not even Snohomish City residents. To correct the problem, he conducted eight telephone interviews. They weren’t focus groups in Kirkland. They were eight telephone interviews. First of all, the eight in-person interviews were bogus because they weren’t City residents and then they made eight telephone calls for \$13,000. He commented on page 59 of the packet, the last paragraph which states, “a very real populist streak defines the relationship between city government and the people of Snohomish. Residents paint a clear picture of back room deals, a good ol’ boy network, and a pay-to-play system that benefits the few at the expense of everyone else. While this almost certainly has roots in a negative perception of government writ at large –Indeed, people cannot name who these special interests are – it is quite heavily embedded.” Mr. Davis stated he can name a few examples. A couple of years ago, Bob Hart a former business partner of the Mayor wanted to up zone a piece of property at First and Willow. He wanted micro-apartments and wanted to up zone from ten units to twenty units. It was placed on the agenda and ready to go through until the citizens raised a clamor over it. Another example is the Ludwig Park. The Council wanted to put an Artist-In-Residence there initially. It turns out the Mayor and Councilmember Hamilton were members of the Arts of Snohomish. They said it made no impact on them, but he thought it was an appearance of a conflict of interest. The social card games is another example. Councilmember Randall admitted he is president of the Zion Lutheran Church and is against social card games. There was an issue on equal rights, and Councilmember Randall said it was against his church principles and he could not vote for it. Mr. Davis stated these issues are not made up. This is the perceptions of people that there are back room deals. Another example, is on Labor Day weekend in 2014, the Mayor and Councilmember Kaftanski met secretly on the



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I-502 issue and would not reveal the five people they talked to.

Mr. Bauman stated it is important to note in the Strategies 360 report they emphasized the survey was completed during a general time in both our national and local politics where we've seen a good amount of political cynicism. He thinks there is a direct correlation between what has been seen on both a national and state level as well as what we've been seeing on a local level. That's one of the points made in the executive summary. Just because there are opinions that there are back room deals doesn't mean it is a reality. It's an opinion and a perception the City has to deal with as part of this broader political cynicism which is part of the atmosphere we work in both in local, state and federal government.

Mayor Guzak rejected any intimation by Mr. Davis that she was involved in any back room deals.

*(Mr. Davis interrupted the Mayor and was ejected from the meeting.)*

Councilmember Schilaty stated one of the duties of the Council is to allow issues to come before them so Council can make decisions. She explained it's a very difficult position sitting up there and having people be concerned about the fact that certain issues come before the Council. However, that is what open government is about. It's to let anybody bring anything forward. Just because a matter is deliberated on by the Council doesn't mean a Councilmember is for it. A Councilmember may be against the issue. That's part of the process. She would be very afraid of a system if they had any relationship with anybody that individual couldn't bring their issue forward for fear it would look like a back room deal. Council does all of their deliberations in a public forum. There is also an open government state law that Council cannot deliberate in any way, shape or form outside of the dias with a majority of the Councilmembers. She takes issue with the idea that just because Council is deliberating on a matter somehow the Council has a personal or vested interest in seeing that matter succeed. She comes to Council every meeting with no prior agenda and an open mind and listens to what is being presented by staff, citizens and her colleagues.

Councilmember Burke supported Councilmember Schilaty. He stated we are living through complicated times. There is broad cynicism about government and corporate America across the country right now, coupled with a time when many people are reading new sources and speaking to people whom are entrenched in their own viewpoints which further separates people over time. What he has seen during his tenure with the City Council is the rules of engagement are ethical and are never broken. The citizens who volunteer in this very small town tend to be a small cadre of the same people that are committed to this town and are paying attention. In that group, he doesn't feel like those people feel they need to agree about everything all the time. He is personally proud of the fact he is able to be there and listen and go through deliberations, make decisions, win some, lose some and he is fine with it. It's not negative. When it comes to the public survey, he thinks one of the problems

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the City deals with is apathy and lack of education about what is happening in the City, there's nothing they can do about it. He is fine with spending this money to try to figure out how to get citizens more engaged in government.

Councilmember Hamilton supported Councilmembers Schilaty and Burkes' comments. He stated the Council has received some public criticism for having spent money on the survey. Although, the results are not earth shattering, he believed it was very important for the Council to spend the money and complete the survey because it gives the Council insight into issues that need to be considered and to move forward. Communicating with the public as a City body entity is difficult because there are many ways in which people receive information. Everybody has as a slightly different interest. In discussions about utility rates, he has had the opportunity to discuss with a number of citizens in the community why those rates are so high. They don't like it, but at least they have an appreciation for the information. The confusion with the PUD billing is similar to when we had our own police department, people from outside the City were constantly calling for police services and we don't offer those to citizens outside the City limits. There is a lot of confusion out there and to educate the public is extremely difficult. He was involved in the communication industries for more than two decades and one of the things he learned people can't even remember where they read something. He once co-authored an article which had a paragraph nobody liked. He reminded everybody that next month nobody's going to remember what was in the article and they are not going to remember what publication they read it in. That doesn't mean the City doesn't need to communicate with the public. The Council has an Open Government Committee right now reviewing communication and it's a really challenging task to figure out how we are going to communicate with citizens. He is glad the work was authorized. This survey has at least given Council the lens to begin to look at how we're going to accomplish the task. Part of accomplishing the task is redesigning the website and how people gather information. Councilmember Hamilton noted the City could have a full-time person on City staff just trying to communicate to the public and he does not recommend that. These are real challenges. The City is extremely rich with Parks and in a unique position within the City to provide services. In 30 to 50 years from now, how the City is going to do that is going to be a challenge. The City began this process because citizens came and spoke up and the Council paid attention. The Council is now figuring out how it can communicate better with its citizens.

Mayor Guzak stated relative to her own involvement with the community, she has tried to communicate with a great deal of openness and integrity, as well as the Council and staff. She finds it heartbreaking Council and staff are held suspect. She knows the Council can only do what it can do and she supports the Council absolutely in its integrity and honesty and she also supports the discussion process. City staff is intelligent and professional. She acknowledged that Ms. Emge is on the forefront of this communication issue and knows she is taking all of this information to heart.

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### **b. Solid Waste Contract – Survey Results**

Ms. Olson stated earlier this year, the City Council began discussions concerning the pending expiration of the garbage and recycling contract with Republic. Prior to those discussions, Council directed staff to conduct a customer survey to gain insight about what customers expect. The survey was included in the January and February 2016 bi-monthly utility bill statements to citizens. The City has approximately 3,049 solid waste customers and received about a 19% response from those customers, which included both residential and a few business customers. The results of the survey have been provided to the Council, were published on the City's website, included in the City Manager's Friday Newsletter and posted on the City's social media sites. Staff wanted to let the community know the results were received and tallied.

Ms. Olson indicated there were no earth shattering agreements or disagreements concerning the survey questions asked. The City asked about citizen satisfaction with e-services and cart options. The City also asked about the community-wide clean up event and how citizens found out about it. There was also a specific question regarding recycling. Approximately 74% of citizens responding to the survey agreed or strongly agreed they were satisfied with their garbage and recycling services. On the other hand, approximately 46% of respondents disagreed or strongly disagreed that the rates were acceptable, which indicates citizens are mindful of the rates. There were a lot of neutral responses in the survey. Similar to overall satisfaction, customers are fairly satisfied with their drivers. Often garbage and recycling is a personal issue for the customer, and they get connected with the driver. The topic of e-services was raised as the City is looking to enhance these services. Staff hears a lot from customers requesting they receive their bill and be able to pay it electronically. Approximately 46% of respondents are interested in e-services. In response to direct customer service contact, the question was asked about how customers felt about the option of being able to directly speak to the garbage and recycling contractor. Approximately 45% would like direct contact and 43% were neutral. The survey further revealed most respondents wanted to be able to have their carts provided by the contractor. The current option is the customer can either select to provide their own garbage can, or they can pay at a higher rate to have the contractor provide the cart for them. Regarding cart size options, 56% of respondents stated they would like the ability to choose the size of their recycle or yard waste carts. Ms. Olson found this to be an interesting response, as there is only one size currently available. The question was asked concerning the clean up event and whether customers participated, and approximately 44% of those responding participate and 53% were aware of the event. Therefore, over half of respondents are aware of the event, but not everyone participates. The last question concerned bi-weekly recycling. Currently, recycling is required weekly. 55% of respondents preferred bi-weekly recycling in an effort to lower the cost of the service. 34% would like to continue with weekly recycling. Staff also received customer comments and provided those to the Council. The comments were consolidated by theme and related to overall satisfaction in all categories. The majority of responses received

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were about the rates. Customers feel they are paying too much. Other customers felt forced to participate in garbage and recycling services. There were also comments concerning e-services and a preference to receive electronic billing. More of the overwhelming responses concerned the question on bi-weekly recycling. There were 51 similar comments for customers stating every over week recycling and yard waste was the preference.

Ms. Olson stated staff is looking for Council direction and discussion regarding the solid waste contract. There are options for Council to consider, including remaining a solid waste utility under the current ordinance. These options would be to negotiate with the current contractor and extend or expand the contract, initiate a request for proposals from other contractors, or revert back to the WUTC. The last option would mean getting out of the solid waste business and customers would coordinate directly with the WUTC for solid waste services. It is staff's understanding the contractor covering the City of Snohomish would be Waste Management. If the City Council chose to get out of the solid waste utility business, Waste Management would be the contractor for those services.

Councilmember Hamilton questioned moving to bi-weekly recycling and if that would potentially result in a cost reduction.

Ms. Olson responded a comparison of the rates was completed and there would be an estimated reduction of approximately \$35.00 per year. Additionally, the yard waste pick up frequency under the WUTC is a customer choice. If a customer chose not to utilize yard waste services, the annual cost would be further reduced.

Councilmember Hamilton asked if the customer would be supplying their own cans if the City contracted directly with WUTC.

Ms. Olson understands the cart would be provided for the yard waste. The customer would select whether or not they wanted the service.

Councilmember Randall questioned whether the WUTC offered bi-weekly yard waste recycling.

Ms. Olson replied she is not sure. She will find out and let Councilmember Randall know.

Mayor Guzak reviewed the comparison rates for the City of Snohomish and the WUTC 2015. She stated currently solid waste and recycling, as well as yard waste is included in the rate. However, the WUTC's rate does not include yard waste. She notes overall it appears the rates are very similar. However, if the City were to go out for proposals this could all change.

Ms. Olson stated if the City Council chose to go out for RFPs and stay in the solid waste utility business, staff would ask those were submitting proposals to provide a

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menu of rates for the different types and frequency of services.

Mayor Guzak noted staff currently handles customer issues for the solid waste utility. If the City were to continue with Republic, could Republic handle those customer service calls rather City staff. She questioned whether that would save some staff time.

Ms. Olson stated if the City were to open up the current contract and amend it, there is a possibility the service could save staff time. However, it is likely if there is a problem with the customer and the contractor, the customer would contact the City and staff would stay involved handling the customer service.

**Jeff Borgida, General Manager, Republic Services, 2109 66<sup>th</sup> Avenue W, Lynnwood**, stated he is very pleased with the survey results. He looks at this as a 10% overall dissatisfaction, which is a very good number and he is extremely pleased about only 6% driver dissatisfaction. Republic drivers are very proud to serve the City of Snohomish. He knows there are opportunities as discussed by Ms. Olson in carts and in clean up participation, which Republic would be excited to take advantage of and see what they can do to improve. He stated if you ask anyone if they would rather pay less for a service, the answer would likely be yes. He thinks continuing education and understanding of what goes into the rates and how they work would be beneficial to everyone. Mr. Borgida noted there is an opportunity to extend the current contract an additional three years. There is no rush right now to move to a decision. The current contract allows for a three-year extension, with the same terms and conditions unless the City wants to talk about changing them, which Republic is open to considering. He mentioned there was interest expressed about different can sizes. It is easy to add additional services. If the City wants to discuss moving to bi-weekly recycling collection, Republic could discuss these changes within the confines of a three-year extension. The Council is not rushed into making a decision about what to do next - whether to remain a utility, move over to the UTC, go out to an RFP that would be the intent of the three-year extension to give Council some time to further discuss all options and allow proper consideration. The City needs to consider what would be the best long term solution and the opportunity is in front of the Council today. Republic would be happy to move into those discussions at any time.

Mayor Guzak thanked Mr. Borgida for his comments and his service over the years.

Councilmember Hamilton stated when the Council was shown the survey before it went out, he thought the question concerning whether a customer was satisfied with their rates was a loaded question. This goes back to the Council's previous discussion. When people think of rates, they think of the utility bill they get from the City. They don't know whether their garbage collection is high or low, as they have nothing to compare it to. They just think they're paying too much money. One concern he would have about using the WUTC and having somebody else handle the billing questions and customer service for the City would be it would confuse people.

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The Council's responsibilities are to make life easier for citizens. Certainly some customers would benefit from a totally different structure because they would pay less money, but the question is do all the citizens benefit from the Council chopping it up and making it more complicated for them. This is just something to consider as Council moves forward.

Mayor Guzak indicated it is very important that Council ask all of its citizens to have solid waste pick up services. It's important for the cleanliness and the health of the City. This was enacted by ordinance in the 1970s. She is pleased to have a current contractor who is willing to discuss changes, and is fairly pleased with the service and believes most people are. She would like to negotiate with the City's current service provider, and in light of the survey, see what kind of changes can be made.

Councilmember Burke stated in light of the survey, he is willing to discuss those changes with the current provider. He is also interested in going beyond the survey. He noted he was on the Council when the last solid waste contract was approved. One of the cost factors raised a number of times was the cost of fuel. He understands the cost of fuel is a small subset of the costs, but in the interest of the citizens, it looks like there is a long term drop in commodity prices and he wanted to know if there is an opportunity for the City to try and get the citizens a better deal with the current provider.

Councilmember Hamilton concurred with Mayor Guzak. He would like to continue negotiations with the City's current provider potentially for a three-year extension. He mentioned this year Community Transit budgeted \$2.80 per gallon for diesel fuel. Last month, they paid \$1.06. At the same time, Council doesn't know if a year from now it may not be \$3.25. A few years ago, Community Transit was buying hedge contracts against fuel. It's about 10% of the budget for Community Transit and it would probably be very similar for the solid waste suppliers. It can be volatile.

Mayor Guzak confirmed Council is in agreement with continuing negotiations with the current contractor relative to feedback received from the survey.

Ms. Olson stated she will begin the process and return to Council with additional information.

## **7. CONSENT ITEMS**

- a. **AUTHORIZE** payment of claim warrants #58567 through #58662 in the amount of \$609,712.00 , and payroll checks 14967 through 14987 in the amount of \$445,992.50 issued since the last regular meeting.
- b. **AUTHORIZE** City Manager to Sign a Special Event Permit and Contract for the Kla Ha Ya Days Festival

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**MOTION** by Hamilton, second by Randall to pass the Consent Items. The motion passed unanimously (7-0).

**8. OTHER BUSINESS/INFORMATION ITEMS:** None

**9. COUNCILMEMBER COMMENTS/LIAISON REPORTS:**

Councilmember Hamilton stated the Planning Commission will be meeting tomorrow night at 6:00 p.m. The agenda includes the Planning Commission's assistance in selecting a new Planning Director, the process on the mobile food vendors, the 2016 Comprehensive Plan docket, and the community-based theatres which is something the Planning Commission began to review years ago and now it's coming back. The City does have some unique facilities in the historic district and this is an effort to plan for those so they can be an asset to the community. Also, the Commission will be discussing deferred impact fees. He asked who will be leading the Planning Commission.

Mr. Bauman replied Clay White, Interim Planning Director will be attending. He has been excused from attending City Council meetings if he does not have items to present.

Councilmember Randall thanked the City's Street Department. He was mowing at his home and he found a used syringe sitting about a foot away from the sidewalk. He is located near the corner of Tenth and Pine near Emerson Elementary School. Staff came quickly to pick it up. He wasn't sure what to do with it. He has since found out you need a sharps container for disposal. He stated there is definitely a problem in this community.

Councilmember Burke stated he will provide comments soon for both the Park Board and HDS. He apologized he hasn't been available for the past month. He has been teaching and his wife has been traveling for work. He mentioned the City currently has a pet policy he wants reviewed. He went into City Hall recently to obtain a lifetime pet license for his new dog. He still hasn't obtained it and the dog is almost six months old. The reason for the delay is the only way a lifetime license can be purchased is if the animal has been spayed or neutered. The policy is not in line with the new research. It appears it is better to wait twelve to twenty-four months for the surgery or hip dysplasia sets in. He would like to work it out to give the City more money and have the option of having him neutered in a year.

Mayor Guzak mentioned if Councilmember Burke's is unable to attend any meeting, he can call another Councilmember to fill in for him and they would be glad to do that.

Councilmember Rohrscheib is pleased Chief Flood was able to coordinate the Heroin Forum for May 26. He is looking forward to Council receiving more information soon. He knows a lot of residents will want to attend and he hopes Council will be able to attend the forum. He stated next week is a Public Safety Commission meeting and they will be discussing the centralized location for National Night Out occurring the first Tuesday in August.

## **AGENDA ITEM 3b**

### **10. MANAGER'S COMMENTS:**

Mr. Bauman stated the County Council has scheduled a public hearing and a vote on May 9 to consider a resolution or ordinance that would place on the August 2 primary ballot, a public safety sales tax. The current proposal is to suggest the ballot measure request voter approval of a 2/10 of 1% additional sales tax. This would be countywide. As State law dictates, 60% of the revenue would go to the County and 40% would go to the County's cities distributed on a per capita basis. They have calculated the potential revenues for all the cities in the county and for Snohomish, a 2/10 of 1% voter approval would generate approximately \$224,000 annually. For cities, the revenue is unrestricted. However, the City has considerable needs in criminal justice, particularly for jail costs and public defender costs. As the City is currently trying to find a way to fund these services, this revenue would go a long way to helping the City do that.

Mayor Guzak asked if the revenue would go into the General Fund.

Mr. Bauman confirmed it would go into the General Fund and the funding could be spent on any means the Council deems appropriate.

Mr. Bauman noted the County is in a position where it is trying to find a way to fund new Deputy positions and it cannot find a way to do this with current budget resources. He questioned the Council on their thoughts regarding the public safety sales tax.

Councilmember Hamilton stated if the City had its own public safety sales tax, it would generate considerably more money than if it was shared under the County's proposal.

Mr. Bauman responded that a rate half the size of what the County appears to be considering, which would be a 1/10 of 1% sales tax only within the City and it would generate more than \$350,000 annually. This is because the City has a much higher per capita sales tax revenue than any other City, except Lynnwood within the County.

Councilmember Hamilton supported informing the County the City prefers to find its own way to fund public safety, rather than being part of a smaller piece of a bigger pie.

Mayor Guzak stated she has heard Sheriff Trenary speak about the shortage of approximately 48 deputies and the increasing public safety costs. She feels the City would benefit if there were a successful vote in the primary for the 2/10s of 1%. She feels it would be problematic for the City to arrange a campaign for even 1/10 of 1%. She would rather coordinate with the County and support their efforts.

Councilmember Schilaty stated the City would have a good chance of passing it locally. Citizens are passionate about public safety, especially in light of the comments tonight regarding the heroin issue, along with the tremendous turnout when citizens were concerned from a public safety standpoint with the marijuana issue. She thinks much like the TBD, citizens would support local efforts. Ideally, she would like to do both.



### **AGENDA ITEM 3b**

Mr. Bauman stated that is a possibility. However, the total maximum amount the County has authority to request is 3/10s. If the County only goes for 2/10s, the City would still have the capacity to add another 1/10 of 1%.

Mayor Guzak noted there are some conflicting positions.

Mr. Bauman stated he would be happy to attend the County Council public hearing to place the public safety sales tax measure on the August 2 Primary Election and observe.

Councilmember Burke stated he has not made up his mind about this issue. However, he concurs with Councilmember Schilaty. There is a very good chance this would pass locally. He's been reading about more contemporary approaches to deal with some of the societal issues the City is dealing with, such as homelessness and drug addiction. It's a problem everywhere. It's a problem here. If the City had its own money, it could possibly come up with its own unique solutions.

Councilmember Randall is undecided.

Mr. Bauman stated he will attend the hearing as an observer.

Mr. Bauman indicated the Snohomish Regional Drug and Gang Task Force has issued their 2015 report and would like to know if the Council is interested in an oral presentation from the Drug Task Force Commander or if the Council has questions, staff can have the Chief provide answers.

The Council responded they would like an oral presentation by the Snohomish Drug and Gang Task Force commander.

Mr. Bauman noted some upcoming events this weekend. There will be a volunteer clean up event on Saturday at Morgantown Park beginning at 10:00 a.m. There will also be approximately 40 Young Life volunteers will be at the Centennial Trail between Fourth and Fifth Streets weeding and mulching on Saturday at 10:00 a.m. The Garden Club Flower Basket planting will also be occurring at the City Shop Yard.

Mr. Bauman stated the Association of Washington Cities conference this year will be held in Everett. The early bird price for the conference is \$375, which will be valid until May 20. He urged Councilmembers to think about whether they are interested in attending and he will check back with the Council at their May 17 meeting. The conference dates will be provided via email.

The Heroin Forum will be held on May 26 at 6:30 p.m. at the Snohomish High School Performing Arts Center. The presenter will be Susan Kingston from the University of Washington. She recently conducted a forum at the City of Mukilteo which was well received and the City will be duplicating that effort locally and accessing whether additional forums with more information about local providers might also be of benefit in terms of follow up.

### **AGENDA ITEM 3b**

Mayor Guzak asked if there would be a panel. In Mukilteo, her understanding was the problem was discussed but solutions were not necessarily addressed.

Chief Flood stated he is working with Ms. Kingston on a two hour block. The proposal is the first hour would be dialogue between Ms. Kingston and audience attendees. The remaining hour would be discussions with representatives from local law enforcement, and the drug task force. In addition, treatment providers will be available in the hallways, so that parents who have additional questions can stop by and obtain information.

Mr. Bauman stated Interim Planning Director Clay White has been working with staff to try and prepare them for a new director to be hired tentatively this summer. One of the issues discussed with staff is a one day closure of their office so they can complete filing, cleanup and get organized as a group so they will be in better shape for a new director. Mr. White proposes the closure occur on Friday, May 20. He would like to determine if Council is supportive of that effort or if there are any concerns.

The Council is supportive of those efforts.

#### **11. MAYOR'S COMMENTS:**

Mayor Guzak stated she attended the North County Mayor's Meeting and the group also met with the South County Cities of Lynnwood and Edmonds. The discussion centered primarily around Sound Transit 3 and the proposals for bringing light rail to Lynnwood and Everett. There is general support of the concept, but the timeline is too long. There was also an announcement that the Cities of Arlington and Darrington entered a national contest, America's Best Communities competition, which focused on issues they faced surrounding the Oso tragedy. They scored in the top tier and will receive \$100,000 split between them and will continue in the competition.

Mayor Guzak attended the Snohomish County Cities Dinner. Dr. Gary Goldbaum from the Snohomish County Health District spoke about the importance of public health and the stresses the Health Department is dealing with as grants are getting tighter and services are becoming less.

She also went to the public meeting at the Everett Station regarding Sound Transit 3 and observed the presentation by Sound Transit staff and some of its boardmembers. The meeting was well attended. There were approximately 400 people there. People in the audience were supportive of bringing transit to the area, but again, the timeline was an issue. Sound Transit assured everybody their staff was looking at other strategies to try and speed up the timeline to be more efficient. Permitting is one of the issues. Transit just got to the University of Washington. They will get to North Gate soon, and then to Mountlake Terrace to Lynnwood and then up to Everett. They're looking at eight to ten years just to get to Lynnwood. The reality is these projects take time.

Mayor Guzak stated Snohomish County Tomorrow discussed population estimates in the County and the 2035 growth targets. Currently, the county has approximately 750,000

### **AGENDA ITEM 3b**

residents and 57% are in the cities. 91% of the growth that has happened is within the Urban Growth Areas or the cities. By 2035, there will be another 200,000 people - almost one million people in Snohomish County. The City needs to plan for growth and infrastructure is a big deal. This provides even more reason the County needs light rail and expanded Community Transit. The growth targets primarily the City of Everett, which is expected to take about 27% of the growth in the next 20 years. The other cities of Lynnwood and Edmonds are to take the rest. Snohomish is looking at about a 6% increase, which would bring Snohomish to about 11,000 in population by 2035. These population numbers are just targets. The Pilchuck District has the capability of handling more density and we haven't assumed all of the City's Urban Growth Areas. She stated it's interesting to see how the County plans for this. It's the infrastructure - the roads, sewer, water, high capacity transit, schools and hospitals that make this growth possible. It's planning we all need to do.

The Mayor announced the City will be having a town hall meeting on May 21 at the Snohomish Library. She would love to have one or two Councilmembers accompany her. The platform will be – This is Your Government 101. She would like to talk about who the City officials are, what they do, and what their roles are. She would also like to present the organization chart, discuss the budget and the City's major expenses. She expects this will take approximately 30 minutes and then she would like to open it up to questions.

The Mayor stated she will be attending the Grand Opening and ribbon cutting ceremony of the 25<sup>th</sup> year of the Snohomish Farmer's Market on Thursday at 3:00 p.m. at Cedar Avenue between First and Pearl Streets.

#### **12. ADJOURN at 8:53 p.m.**

APPROVED this 17<sup>th</sup> day of May 2016.

CITY OF SNOHOMISH

ATTEST:

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Karen Guzak, Mayor

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Pat Adams, City Clerk

**AGENDA ITEM 3b**

## **ACTION ITEM 5a**

**Date:** May 17, 2016  
**To:** City Council  
**From:** Jennifer Olson, Finance Director  
**Subject:** **2016 Budget Amendment – Adopt Ordinance 2309**

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The purpose of this agenda item is for the City Council's consideration of proposed Ordinance 2309 (Attachment A), amending the 2016 Budget.

**Background:** The 2016 Budget was adopted by Ordinance 2293 (Attachment B) on December 4, 2015. Since the adoption of 2016 Budget, revenues, personnel, operating and maintenance costs and capital outlay expenditures continue to be under constant review by staff to minimize the risk of expenditures exceeding authorized budget allocations and to better reflect sources expected to be received by the City in the fiscal year.

As of May 6, 2016, staff has revised revenue estimates for various funds to better reflect likely receipts to be taken in during the year. Expenditure allocations needing amendment include personnel and benefits, maintenance and operations, capital project costs and inter-fund transfers. Attachment C identifies by fund, the budget line items proposed for amendment.

**STRATEGIC PLAN REFERENCE:** None

**RECOMMENDATION:** That the City Council **ADOPT Ordinance 2309 amending the 2016 Budget.**

**ATTACHMENTS:**

- A. Ordinance 2309
- B. Ordinance 2293
- C. Proposed 2016 Budget Amendments by Fund

**ACTION ITEM 5a**

ATTACHMENT A

**CITY OF SNOHOMISH  
Snohomish, Washington**

**DRAFT ORDINANCE 2309**

**AN ORDINANCE OF THE CITY OF SNOHOMISH, WASHINGTON  
AMENDING THE 2016 BUDGET AS SET FORTH IN ORDINANCE 2293  
CONCERNING REVENUES AND EXPENDITURES FOR VARIOUS  
DEPARTMENTS AND FUNDS FOR THE YEAR 2016**

**WHEREAS**, the Snohomish City Council adopted the 2016 budget pursuant to Ordinance 2293; and

**WHEREAS**, the City has experienced changes in both revenues and expenditures during the budget year 2016 which necessitates revisions to the 2016 budget; and

**WHEREAS**, the City has experienced changes in scope and scheduling of capital projects; and

**WHEREAS**, the economic conditions resulting from recovering national and world economic crises require constant vigilance by City staff in managing City finances for the foreseeable future;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SNOHOMISH,  
WASHINGTON DO ORDAIN AS FOLLOWS:**

<b>Fund Name</b>	<b>Original Fund Budget</b>	<b>Increase or (Decrease)</b>	<b>Amended Fund Budget</b>
<b>FUND 001</b>			
<b>General Fund Revenues</b>	<b>8,611,967</b>	<b>359,549</b>	<b>8,971,516</b>
<b>General Fund Expenditures</b>	<b>8,800,033</b>	<b>21,130</b>	<b>8,821,163</b>
<b>FUND 125</b>			
<b>Traffic Impact Fee Expenditures</b>	<b>100,000</b>	<b>(100,000)</b>	<b>-</b>
<b>FUND 130</b>			
<b>Transportation Benefit District Expenditures</b>	<b>660,000</b>	<b>(129,610)</b>	<b>530,390</b>
<b>FUND 311</b>			
<b>Street Capital Project Revenue</b>	<b>1,420,500</b>	<b>588,685</b>	<b>2,009,185</b>
<b>Street Capital Project Expenditures</b>	<b>1,607,643</b>	<b>588,685</b>	<b>2,196,328</b>
<b>FUND 401</b>			
<b>Water Fund Expenditures</b>	<b>2,818,409</b>	<b>(145,000)</b>	<b>2,673,409</b>
<b>FUND 402</b>			
<b>Sewer Fund Expenditures</b>	<b>4,285,782</b>	<b>(135,000)</b>	<b>4,150,782</b>
<b>FUND 404</b>			
<b>Stormwater Fund Expenditures</b>	<b>2,038,623</b>	<b>(75,000)</b>	<b>1,963,623</b>
<b>FUND 501</b>			
<b>Fleet &amp; Facilities Fund Expenditures</b>	<b>897,003</b>	<b>15,000</b>	<b>912,003</b>
<b>FUND 502</b>			
<b>Information Services Fund Expenditures</b>	<b>595,533</b>	<b>-</b>	<b>595,533</b>

**ACTION ITEM 5a**

**Section 1.** The 2016 budget, as adopted in Ordinance 2293 is hereby further amended as follows:

**Section 2.** Except as set forth above, all other provisions of Ordinance 2293 shall remain in full force, unchanged.

**Section 3.** This Ordinance shall become effective 5 days following publication of a summary consisting of the title of this Ordinance.

**ADOPTED** by the City Council and **APPROVED** by the Mayor this 17th day of May, 2016.

CITY OF SNOHOMISH

By \_\_\_\_\_  
Karen Guzak, Mayor

ATTEST:

By \_\_\_\_\_  
Pat Adams, City Clerk

APPROVED AS TO FORM:

By \_\_\_\_\_  
Grant K. Weed, City Attorney

ATTACHMENT B

**CITY OF SNOHOMISH  
Snohomish, Washington**

**ORDINANCE 2293**

**AN ORDINANCE ADOPTING A BUDGET FOR THE CITY OF SNOHOMISH, WASHINGTON FOR THE YEAR 2016, AND SETTING FORTH IN SUMMARY FORM THE TOTALS OF ESTIMATED BEGINNING FUND BALANCES, REVENUES, AND APPROPRIATIONS FOR EACH SEPARATE FUND, AND ENDING FUND BALANCES FOR ALL SUCH FUNDS COMBINED**

**WHEREAS**, State law requires that the City adopt an annual budget before the end of each calendar year; and

**WHEREAS**, the City Council has held public workshops on October 6, 2015 and October 20, 2015 in preparation of the City's 2016 Budget; and

**WHEREAS**, the City Manager has recommended a budget as provided by law; and

**WHEREAS**, on November 3, 2015 and November 17, 2015, the City Council held public hearings on the City Manager's 2016 Recommended Budget, also as required by law;

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SNOHOMISH, WASHINGTON DO ORDAIN AS FOLLOWS:**

Section 1. In accordance with the provisions of RCW 35A.33.075, the budget of the City of Snohomish for 2016, in aggregate amount of \$42,758,340 is hereby adopted.

Section 2. The totals of budgeted revenues and appropriations for each separate fund are set forth in summary form as follows:



## **ACTION ITEM 5a**

CITY OF SNOHOMISH  
2016 ADOPTED BUDGET  
SUMMARY REVENUES, EXPENDITURES AND FUND BALANCE

Fund	Description	2016 Estimated Beginning Fund Balance	2016 Proposed Revenues	2016 Proposed Expenditures	2016 Estimated Ending Fund Balance
001	General	1,146,388	8,611,967	8,800,033	958,322
102	Streets	3,630	1,035,375	1,019,291	19,714
104	Park Impact Fee	250,142	109,730	0	359,872
107	Visitor Promotion	8,463	7,010	11,120	4,353
108	PBIA	36,567	24,035	40,000	20,602
113	Police Seizure	91,761	0	90,000	1,761
117	Real Estate Excise Tax	986,712	420,500	325,000	1,082,212
125	Traffic Impact Fee	410,681	37,899	100,000	348,580
130	TBD	1,219,851	780,520	660,000	1,340,371
205	Debt Service	14,062	63,033	62,983	14,112
310	Municipal Capital Projects	232,433	305,085	330,000	207,518
311	Street Capital Projects	962,418	1,420,500	1,607,643	775,275
401	Water Utility	1,765,856	2,865,140	2,818,408	1,812,588
402	Wastewater Utility	6,156,540	5,251,503	4,285,782	7,122,261
403	Solid Waste	75,688	2,005,100	2,036,644	44,144
404	Stormwater Utility	1,964,084	1,836,600	2,038,623	1,762,061
501	Fleet & Facilities	633,602	861,124	897,003	597,723
502	Information Services	263,784	493,185	595,533	161,436
503	Self-insurance	12,259	5,010	5,000	12,269
505	Equipment Replacement	198,997	136,249	162,000	173,246
604	Carnegie Restoration	36,532	18,325	17,600	37,257
<b>Total Overall</b>		<b>16,470,450</b>	<b>26,287,890</b>	<b>25,902,663</b>	<b>16,855,677</b>

Section 3. The City Clerk is directed to transmit a certified copy of the budget, hereby adopted, to the Office of the Auditor of the State of Washington, Division of Municipal Corporation, and to the Association of Washington Cities.

Section 4. This ordinance shall take effect and be in force January 1, 2016.

**ADOPTED** by the City Council and **APPROVED** by the Mayor this 1<sup>st</sup> day of December, 2015.

CITY OF SNOHOMISH

By \_\_\_\_\_  
KAREN GUZAK, MAYOR

Attest:

Approved as to form:

By \_\_\_\_\_  
TORCHIE COREY, CITY CLERK

By \_\_\_\_\_  
GRANT K. WEED, CITY ATTORNEY

Date of Publication: December 5, 2015

Effective Date: January 1, 2016

**ACTION ITEM 5a**

## ATTACHMENT C

Budget Amendments  
 2016 Budget - Proposed Amendments  
 As of May 2016

PENDING

Fund Name	Original Fund Budget	Current Line Item Budget	Increase or (Decrease)	Proposed Line Item Budget	Amended Fund Budget	Description
<b>FUND 001</b>						
<b>Revenues</b>						
Retail Sales Tax		3,212,000	250,000	3,462,000		Reallocation for estimated year-end forecast
Law Enforcement Fees		-	109,549	109,549		Allocation to reflect SRO agreement with School District for reimbursement
<b>General Fund Revenues</b>	<b>8,611,967</b>		<b>359,549</b>		<b>8,971,516</b>	
<b>Expenditures</b>						
Salary and Wages - Engineering		570,907	13,673	584,580		Additional allocation for new Deputy City Manager position
Personnel Benefits - Engineering		203,920	4,129	208,049		Additional allocation for new Deputy City Manager position
Salary and Wages - City Clerk		135,192	5,616	140,808		Reallocation for combined positions
Personnel Benefits - City Clerk		51,105	(6,449)	44,656		Reallocation for combined positions
Salary and Wages - HR		92,093	(92,093)	-		Reallocation for combined positions
Personnel Benefits - HR		26,946	(26,946)	-		Reallocation for combined positions
Professional Services - City Manager		10,000	18,000	28,000		Additional allocation for Ad Hoc Citizen Committee facilitation and Focus Group facilitation
Property Insurance Premium - HR		52,000	15,000	67,000		Additional allocation for increase in property, auto, boiler, crime premiums
Professional Services - City Council - Legal		80,000	20,000	100,000		Additional allocation for Public Records Requests legal expenditures
Bank Service Charges - Finance		2,800	5,200	8,000		Additional allocation for increase in bank fees and services charges
Professional Services - HR		10,000	25,000	35,000		Additional allocation for PDS Director recruitment - Prothman services
Professional Services - Planning & Development		-	25,000	25,000		New allocation for Interim PDS Director services
Salary and Wages - Planning & Development		230,995	15,000	245,995		Additional allocation for PDS Leave payout
<b>General Fund Expenditures</b>	<b>8,800,033</b>		<b>21,130</b>		<b>8,821,163</b>	
<b>FUND 125</b>						
<b>Expenditures</b>						
Transfer-out-Ave A		100,000	(100,000)	-		No TIF project in 2016
<b>Traffic Impact Fee Fund</b>	<b>100,000</b>		<b>(100,000)</b>		<b>-</b>	

## **ACTION ITEM 5a**

Budget Amendments  
2016 Budget - Proposed Amendments  
As of May 2016

PENDING

Fund Name	Original Fund Budget	Current Line Item Budget	Increase or (Decrease)	Proposed Line Item Budget	Amended Fund Budget	Description
<b>FUND 130</b>						
<b>Expenditures</b>						
Transfer-out		-	79,090	79,090		Transfer for 30th & SR 9
Transfer-out		-	51,300	51,300		Transfer for Maple Ave Overlay
Transfer-out-Ave A		260,000	(260,000)	-		Ave A Project delayed
<b>TBD Funds</b>	<b>660,000</b>		<b>(129,610)</b>		<b>530,390</b>	
<b>FUND 311</b>						
<b>Revenues</b>						
Grants-State-30th & SR 9 Widening		-	711,595	711,595		State TIB Grant Awarded - 30th & SR 9
Grants-State-Maple Ave Overlay		-	461,700	461,700		Street)
TBD Funding-30th & SR 9 Widening		-	79,090	79,090		Local Match from TBD
TBD Funding-Maple Ave Overlay		-	51,300	51,300		Local Match from TBD
TBD Funding-Ave A		260,000	(260,000)	-		Ave A Project delayed
Transfer-in (401)-Ave A		145,000	(145,000)	-		Ave A Project delayed
Transfer-in (402)-Ave A		135,000	(135,000)	-		Ave A Project delayed
Transfer-in (404)-Ave A		75,000	(75,000)	-		Ave A Project delayed
Transfer-in (125)-Ave A		100,000	(100,000)	-		Ave A Project delayed
<b>Street Capital Project Revenue</b>	<b>1,420,500</b>		<b>588,685</b>		<b>2,009,185</b>	
<b>Expenditures</b>						
Project: 30th & SR 9		-	790,685	790,685		Grant Awarded - Project added
Project: Ave A Corridor		715,000	(715,000)	-		Ave A Project delayed
Project: Maple Ave Overlay		-	513,000	513,000		Grant Awarded - Project added
<b>Street Capital Project Expenditures</b>	<b>1,607,643</b>		<b>588,685</b>		<b>2,196,328</b>	
<b>FUND 401</b>						
<b>Expenditures</b>						
Transfer-out (311)		325,000	(145,000)	180,000		Ave A Project delayed
<b>Water Fund Expenditures</b>	<b>2,818,409</b>		<b>(145,000)</b>		<b>2,673,409</b>	

## **ACTION ITEM 5a**

Budget Amendments  
2016 Budget - Proposed Amendments  
As of May 2016

PENDING

Fund Name	Original Fund Budget	Current Line Item Budget	Increase or (Decrease)	Proposed Line Item Budget	Amended Fund Budget	Description
<b>FUND 402</b>						
<b>Expenditures</b>						
Transfer-out (311)		510,000	(135,000)	375,000		Ave A Project delayed
<b>Sewer Fund Expenditures</b>	<b>4,285,782</b>		<b>(135,000)</b>		<b>4,150,782</b>	
<b>Expenditures</b>						
Transfer-out (311)		75,000	(75,000)	-		Ave A Project delayed
<b>Stormwater Fund Expenditures</b>	<b>2,038,623</b>		<b>(75,000)</b>		<b>1,963,623</b>	
<b>FUND 501</b>						
<b>Expenditures</b>						
Repair and Maintenance		25,000	15,000	40,000		Pending Repair of PD HVAC
<b>Fleet &amp; Facilities Fund Expenditures</b>	<b>897,003</b>		<b>15,000</b>		<b>912,003</b>	
<b>FUND 502</b>						
<b>Expenditures</b>						
Communication Platforms		-	30,000	30,000		Reallocation for new civic engagement and communication efforts: Implement new City App, Expedite website redesign, Website usability analysis and Implement new City Scene Magazine
Capital Outlay: Equipment		48,000	(30,000)	18,000		Delay or eliminate City Hall generator installation
<b>Information Services Fund Expenditures</b>	<b>595,533</b>		<b>-</b>		<b>595,533</b>	

Note: **Red Bold** items shift allocations from fund to fund or are offset by revenue/expenditure

## **ACTION ITEM 5b**

**Date:** May 17, 2016  
**To:** City Council  
**From:** Yoshihiro Monzaki, City Engineer  
**Subject:** **Unnamed Right of Way (East of Cypress Avenue) Vacation Request**

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Ms. Diana McDowell, owner's representative of Parcel No. 00575900100100 (165 Cypress Avenue), has submitted a street vacation petition for a portion of an unnamed right-of-way that is east of Cypress Avenue and south of the Pilchuck Park access. Ms. McDowell has requested this vacation to resolve an existing encroachment of four mobile homes that were placed within the requested vacation area more than 40 years ago. The requested vacation area is along the north side of Parcel No. 00575900100100 and was dedicated as part of the Sinclair Third Addition Plat in 1892. This plat drawing refers to the unnamed right of way as "County Road". A street vacation is a process whereby the City agrees to relinquish its ownership of a street right-of-way to a land owner.

Due to the possibility that the Pioneer Cemetery (also known as Old Snohomish Cemetery) may extend into the requested street vacation area, City staff is recommending this street vacation petition be denied, the street vacation petition fee be refunded, and allow staff to begin discussions for a right-of-way use agreement with Ms. McDowell.

This vacation request was discussed during the March 15, 2016 City Council meeting. During the meeting there was a public comment regarding the Pioneer Cemetery that is located north of the requested vacation area.

In 2006, Northwest Archaeological Associates, Inc. completed an investigation of the Pioneer Cemetery for the City as documented in the "*Report of Phase 1 Investigations for Decertification of the Old Snohomish Cemetery*" dated February 28, 2006 (Report). The investigation was limited to the cemetery area south of Second Street and north of the Pilchuck Park access road. This investigation identified locations of grave shafts in the cemetery. According to Figure 2 of the Report, it appears that the Pilchuck Park access road is located on the cemetery. The Report stated that in 1974 two burials, reportedly Native American, were exposed when the City widened the road into Pilchuck Park.

The Report describes a lawsuit that occurred in 1997 to stop the City from developing the cemetery property. From the Report (page 5), "*The judgment of the Superior Court of Snohomish County (97-2-06730-6) issued on November 30, 1998 requires the City to provide physical evidence, enumeration, and location of all remaining burials at the cemetery and establish a protocol for the relocation, recovery, analysis, and reburial of all graves at a certified cemetery prior to initiating the recovery process.*" The actions taken by the City were also required to satisfy the conditions of the interlocal agreement with the Tulalip Tribes of Washington. From the Report (page 5), "*The (Tulalip Tribes) interlocal agreement obligates the City to determine if human remains found on the parcel in 1998 are Native, to explore the site for additional human remains and Native American artifacts, to determine whether any*

## **ACTION ITEM 5b**

*additional remains are Native American, to ensure Native American human remains are re-interred under the supervision and direction of the Tulalip Tribes, and to deliver any Native American artifacts to the Tulalip Tribes.”*

The City received a letter from the Department of Archaeology and Historic Preservation (DAHP) dated March 16, 2016 stating that there is a very high possibility that there may be unmarked graves and/or archaeological materials within the requested street vacation area. Also, unmarked and unrecorded graves may exist beyond the platted cemetery boundaries. A historic Native village site has been recorded in the area of the cemetery. Any ground disturbance activity would require a permit from DAHP.

The right-of-way use agreement would allow the adjacent property owner and the City to define the limits of the actions that can be taken in the right-of-way (e.g. a limit on excavations below ground), define the time-span of the allowed encroachments, establish insurance and indemnity responsibilities, and other key issues. The agreement would address the building encroachments into both Cypress Avenue and the “unnamed” right-of-way. It would also respect those that remain at Pioneer Cemetery and their families by maintaining the right-of-way as the City’s responsibility to preserve. After the agreement is drafted, it would be presented to Council for review and approval.

**STRATEGIC PLAN REFERENCE:** Not applicable.

**RECOMMENDATION:** That the City Council **DENY** the Street Vacation request and **DIRECT** staff to draft a right-of-way use agreement for Cypress Avenue and the “unnamed” right-of-way east of Cypress Avenue and South of the Pilchuck Park access.

### **ATTACHMENTS:**

- A. Street Vacation Petition
- B. Street Vacation Aerial with Parcel Lines Exhibit
- C. Department of Archaeology and Historic Preservation Letter dated March 16, 2016

### **REFERENCE DOCUMENTS:**

1. Chapter 12.48, Street Vacation, Snohomish Municipal Code.  
(<http://www.snohomishwa.gov/DocumentCenter/Home/View/424>)
2. Unnamed Street Vacation Council Presentation – March 15, 2016 Council Meeting Agenda (pages 157-160)  
(<http://www.snohomishwa.gov/AgendaCenter/ViewFile/Agenda/03152016-582>)
3. Unnamed Street Vacation Council Presentation – March 15, 2016 Council Meeting Minutes (pages 10-11 and 20-25 of April 5, 2016 Council Packet)  
(<http://www.snohomishwa.gov/AgendaCenter/ViewFile/Agenda/04052016-587>)
4. Northwest Archaeological Associates, Inc., “*Report of Phase I Investigations for Decertification of the Old Snohomish Cemetery*”, February 28, 2006 (Available for review at City Hall)



## ATTACHMENT A



# CITY OF SNOHOMISH

Founded 1859, Incorporated 1890

116 UNION AVENUE · SNOHOMISH, WASHINGTON 98290 · TEL (360) 568-3115 FAX (360) 568-1375

## PETITION FOR VACATION OF PUBLIC RIGHT-OF-WAY

<b>Date:</b> April 5, 2016	<b>Project #</b>
----------------------------	------------------

<b>PETITION SUBMITTED BY:</b> <b>Name:</b> Diana McDowell <b>Address:</b> 7617 47th Ave. E <b>City/State/Zip:</b> Tacoma, WA 98443 <b>Phone:</b> (253) 531-5684 <b>Cell Phone:</b> (253) 691-4668 Please use this number <b>Alternate Phone:</b> (206) 441-7470 <sup>first</sup> <b>E-mail:</b> jdjtmcdowell@msn.com	<b>DEPOSITS</b> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; text-align: center;"><input type="checkbox"/></td> <td style="width: 40%;"><b>Application</b></td> <td style="width: 50%; text-align: right;">\$ 1,000.00</td> </tr> <tr> <td colspan="2" style="text-align: right;"><b>TOTAL:</b></td> <td style="text-align: right;">\$ 1,000.00</td> </tr> <tr> <td colspan="2" style="text-align: right;"><b>Date of Receipt:</b></td> <td style="text-align: center;">APR 05 2016</td> </tr> <tr> <td colspan="2" style="text-align: right;"><b>Receipt #:</b></td> <td style="text-align: center;">CITY TREASURER 83292</td> </tr> </table>	<input type="checkbox"/>	<b>Application</b>	\$ 1,000.00	<b>TOTAL:</b>		\$ 1,000.00	<b>Date of Receipt:</b>		APR 05 2016	<b>Receipt #:</b>		CITY TREASURER 83292
<input type="checkbox"/>	<b>Application</b>	\$ 1,000.00											
<b>TOTAL:</b>		\$ 1,000.00											
<b>Date of Receipt:</b>		APR 05 2016											
<b>Receipt #:</b>		CITY TREASURER 83292											

THE UNDERSIGNED owners of more than two-thirds of the property abutting the following described street hereby request the vacation of a portion of:

Vacation the unnamed right-of-way east of Cypress Ave. and South of the Pilchuck Park Access. Listed as "County Road" on the Sinclair Third Addition to Snohomish, Washington filed for record July 18, 1982.

**PETITION SIGNED BY:**

<div style="border-bottom: 1px solid black; margin-bottom: 5px;"> <i>Susan Shanks</i> </div> <div style="display: flex; justify-content: space-between;"> <span>Signature</span> <span>4/3/16</span> </div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">       Susan Shanks     </div> <div>Print Name: Susan Shanks</div>	Owner of the following described property: 165 Cypress Ave. Snohomish, WA 98290
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"> <i>Diana McDowell</i> </div> <div style="display: flex; justify-content: space-between;"> <span>Signature</span> <span>4/5/16</span> </div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">       Diana McDowell     </div> <div>Print Name: Diana McDowell</div>	<del>Owner</del> of the following described property: Trustee / Power of Attorney 165 Cypress Ave. Snohomish, WA 98290
<div style="border-bottom: 1px solid black; margin-bottom: 5px;">       _____     </div> <div style="display: flex; justify-content: space-between;"> <span>Signature</span> <span>Date</span> </div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">       _____     </div> <div>Print Name:</div>	Owner of the following described property:
<div style="border-bottom: 1px solid black; margin-bottom: 5px;">       _____     </div> <div style="display: flex; justify-content: space-between;"> <span>Signature</span> <span>Date</span> </div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">       _____     </div> <div>Print Name:</div>	Owner of the following described property:
<div style="border-bottom: 1px solid black; margin-bottom: 5px;">       _____     </div> <div style="display: flex; justify-content: space-between;"> <span>Signature</span> <span>Date</span> </div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">       _____     </div> <div>Print Name:</div>	Owner of the following described property:

# SINCLAIR <sup>THIRD</sup> ADDITION

# SHOHOMISH

SCALE: 1 INCH = 80 FT.

## ACKNOWLEDGMENT

State of Washington } ss.  
County of Snohomish }

1892. Before me, a Notary Public, in and for the State of Massachusetts, personally appeared James M. McManus, known to me to be the individual described in and who executed the foregoing instrument, and who acknowledged to me that the signed and sealed document was his free and voluntary act and deed for the uses and purposes therein expressed. Witness my hand and official seal the day and year in this certificate first above written.

Notary Public in and for  
Washington residing at

Notary Public in and for the State of  
Washington residing at Spokane, Wash.

Signed and sealed  
in presence of  
W. P. Bott  
J. A. Coleman }

Mary L. Sinclair

[illegible][illegible]

## DESCRIPTION

$$\frac{3}{4}7$$

47

[illegible]

NILES AND JENNEST.  
WILL ENGINEERS & SURVEYORS  
Stromboli, Wash.

*Filed for record at request of M. P. Bell on the 18 day of July A.D. 1892 at 9.15 o'clock A.M.*

See entry.  
County Auditor

0000018564



**ACTION ITEM 5b**

Diana McDowell  
7617 47<sup>th</sup> Ave. E.  
Tacoma, WA 98443  
Cell (253) 691-4668  
E-mail [jdjtmcdowell@msn.com](mailto:jdjtmcdowell@msn.com)

---

April 5, 2016

Ms. Pat Adams  
City Clerk  
City of Snohomish  
116 Union Ave.  
Snohomish, WA 98290

***Hand Delivered to Office***

Dear City Clerk Adams:

After addressing the City Council last month and receiving their blessing to work on a Vacation Request, I am formally submitting the application. Our family's parcel number is 00575900100100 and the physical address is 165 Cypress Ave., Snohomish, WA.

I am requesting the vacation of the "County Road" unnamed right-of-way east of Cypress Ave. and South of the Pilchuck Park Access. Listed as "County Raod" on the Sinclair Third Addition to Snohomish, Washington filed for record July 18, 1982. I believe the request meets the criteria for granting street vacations. My reasons for the request are:

1. The right-of-way vacation will not adversely affect the street pattern or circulation of the immediate area of the community as a whole. The Pilchuck Park Rd. replaced the "County Road".
2. The public need will not be adversely affected. The Pilchuck Park Rd. allows access to the Pilchuck Park.
3. The right-of-way is not contemplated or needed for future public use. The adjacent property the City owns was acquired by Quiet Title action in 1996 and is a cemetery.
4. No abutting owner will become landlocked or access be substantially impaired due to the vacation of the "County Road".
5. The vacation will provide a public benefit by continuing affordable housing for residence of the Mountain View Trailer Park.
6. The Residents of the Mountain View Trailer Park are wonderful neighbors of the Pilchuck Park and are eyes and ears for the area.

I will be acting on behalf of my mother and/or the Mountain View Trailer Park.

If you should have any questions, concerns, or communications, please feel free to email me at [jdjtmcdowell@msn.com](mailto:jdjtmcdowell@msn.com) or contact my cell phone at (253) 691-4668.

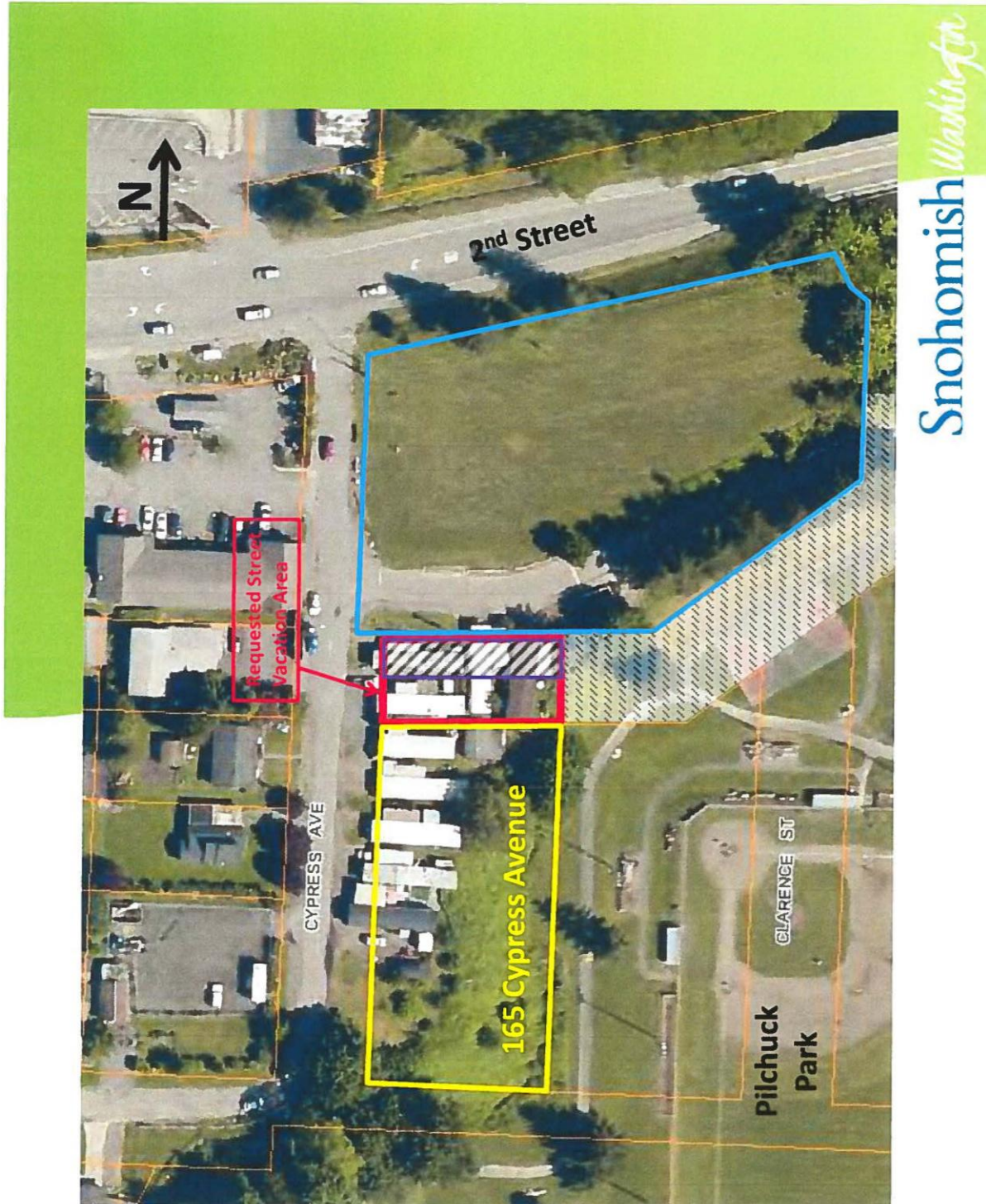
Thank you in advance for your attention to this matter.

Sincerely,

**MOUNTAIN VIEW TRAILER PARK**



**DIANA MCDOWELL  
POWER OF ATTORNEY  
FOR SUSAN E. SHANKS**





**ACTION ITEM 5b**

ATTACHMENT B



ATTACHMENT C



Allyson Brooks Ph.D., Director  
State Historic Preservation Officer

March 16, 2016

Larry Bauman, City Manager  
City of Snohomish  
116 Union Avenue  
Snohomish, Washington 98290-2943

Dear Mr. Bauman:

The Department of Archaeology and Historic Preservation was informed of a discussion at a recent Snohomish City Council meeting about the sale of a 60' long right-of-way owned by the City of Snohomish to adjacent private landowners. As we understand it, the right-of-way extends east along the south side of the Pilchuck Pike Road (the entrance to the Pilchuck Recreation Area) from its intersection with Cypress Avenue. This right-of-way falls within the historic boundaries of the Old Snohomish Pioneer Cemetery.

The Old Snohomish Pioneer Cemetery was officially dedicated in 1876, but there were burials as early as 1866 and as late as 1923. The official plat is dated 1885. The northern boundary of the platted cemetery is north of State Highway 15 and burials were removed from the highway right-of-way during construction in 1947. Human skeletal remains have also been found to the south during expansion of the Pilchuck Pike Road in 1974. Moreover, it is not unusual to find unmarked and unrecorded graves within and beyond platted cemetery boundaries. Lastly, a recorded archaeological site and historic Native village site are known to be in the cemetery area.

In conclusion, we feel it is important to inform you that there is a very high potential that the area being considered for sale may hold unmarked graves and/or archaeological materials. Please be advised that historic graves and archaeological burials are protected under RCWs 68.60 and 27.44. Archaeological sites are protected under RCW 27.53. Activities, particularly those that may cause ground disturbance and that might impact such graves, burials, and sites require a permit from our agency. We feel that it is very important that any transfer of the former cemetery property between the City and private landowners should disclose these facts.

Sincerely,

Guy L. Tasa, PhD  
State Physical Anthropologist

cc. Snohomish City Council  
Karen Guzak, Mayor

State of Washington • Department of Archaeology & Historic Preservation  
P.O. Box 48343 • Olympia, Washington 98504-8343 • (360) 586-3065  
www.dahp.wa.gov



## **ACTION ITEM 5c**

**Date:** May 17, 2016  
**To:** City Council  
**From:** Denise Johns, Project Manager  
**Subject:** **Presentation of Citizen Applicants for the ad hoc Parks Naming Committee**

---

The purpose of this agenda item is for the City Council to designate a City Council member and/ or citizen representative(s) for the ad hoc Parks Naming Committee.

**Background:** On January 19, 2016, City Council approved Resolution 1338 (Attachment B, Reference 1 and 2) which establishes policies and procedures relating to the naming of parks.

On April 5, 2016 City Council approved staff nominations of Lya Badgley, Parks Chairperson; Mike Johnson, Public Works Services Manager; and Steve Schuller, Deputy City Manager and Public Works Director and directed staff to solicit citizen applications for the Parks Naming Committee (Reference 3 and 4).

The City has received applications from five citizens: Angela Allen, Kathleen Hope, Richard Patton, Jami Rentko, and Jonah Urie (Attachment A). In addition to selection criteria set forth in the application announcement (Attachment C), staff is recommending committee members be over the age of 18. Staff is also recommending regular members reside within the City limits and alternate members reside within the larger community. Ms. Allen and Ms. Rentko both reside outside of the City's boundaries.

Staff is recommending all who applied over the age of 18 for nomination as regular and alternate committee members as follows for Council consideration:

1. Kathleen Hope, Snohomish, WA
2. Richard Patton, Snohomish, WA
3. **Optional City Councilmember - As directed by City Council**

**Alternates:**

1. Angela Allen, Everett, WA
2. Jami Rentko, Snohomish, WA

Jonah Urie at 10 years of age does not meet staff's selection criteria and his application will not be recommended for Council consideration at this time.

**RECOMENDATION:** That the City Council **APPOINT** a Councilmember and/ or Citizen Representatives Kathleen Hope and Richard Patton as regular committee members; and Angela Allen and Jami Rentko as alternate committee members.

**STRATEGIC PLAN REFERENCE:** Initiative #1: Establish a sustainable model for strengthening and expanding our parks, trails, and public spaces.

## **ACTION ITEM 5c**

### **ATTACHMENTS:**

- A. Citizen Applications
- B. Resolution 1338
- C. Application Announcement

### **REFERENCE DOCUMENTS:**

1. January 19, 2016 City Council Packet Action Item 6 –ADOPT Park Naming Policy – PASS Resolution 1338 (pages 27 – 36),  
<http://ci.snohomish.wa.us/AgendaCenter/ViewFile/Agenda/01192016-565>
2. January 19, 2016 City Council Meeting Minutes (pages 11 – 12 of the February 2, 2016 City Council Packet),  
<http://snohomishwa.gov/AgendaCenter/ViewFile/Agenda/02022016-570>
3. April 5, 2016 City Council Packet, Discussion Item d. Appointments to the Parks Naming Committee, pages 145-149  
<http://ci.snohomish.wa.us/AgendaCenter/ViewFile/Agenda/04052016-587>
4. April 5, 2016 City Council Meeting Minutes (pages 16-17 of the April 19, 2016 City Council Packet).  
<http://www.snohomishwa.gov/AgendaCenter/ViewFile/Agenda/04192016-593>

## **ACTION ITEM 5c**

### ATTACHMENT A

**From:** [Pat Adams](#)  
**To:** [Denise Johns](#)  
**Subject:** FW: Online Form Submittal: Parks Naming ad hoc committee application  
**Date:** Thursday, April 14, 2016 8:39:16 AM

---

**From:** noreply@civicplus.com [mailto:noreply@civicplus.com]  
**Sent:** Wednesday, April 13, 2016 9:24 PM  
**To:** Pat Adams  
**Subject:** Online Form Submittal: Parks Naming ad hoc committee application

#### Parks Naming ad hoc committee application

Which board are you applying for?	Parks Naming Ad Hoc Committee
First Name	Angela
Last Name	Allen
Address	[REDACTED]
City	Everett
State	Wa
Zip	98203
Cell Phone	[REDACTED]
Email Address	[REDACTED]
Are you a City Resident?	No
If yes, how long have you lived in the City of Snohomish?	I grew up in Snohomish I graduated in 1994. But am currently living in Everett.
If yes, how long have you lived in the County?	My entire life.
Are you a County Resident?	Yes
Please list any previous City appointments:	Field not completed.
Please list relevant employment or	Field not completed.

## **ACTION ITEM 5c**

professional activities

Please list other community affiliations or activities that you feel would be a benefit to this position:

*Field not completed*

Why are you interested in serving on this advisory board?

I am extremely passionate about the city I grew up in. I am also a family member of the Averill's and would like to have a say in the renaming of parks in Snohomish.

What talents or experiences would you bring to this position?

I am open minded and would love an opportunity to be on this committee.

What are your primary interests in naming parks?

Making sure the people that these parks are named after receive the respect that they earned.

Please not any special goals you may have for the City:

I would like the city to remember how these people influenced the city of Snohomish.

Any other questions or information you wish to provide for Mayor and Council consideration?

I honestly would love this opportunity for the city and my family history.

Signature

Angela Allen

Date

4/13/2016

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## **ACTION ITEM 5c**

**From:** Pat Adams  
**To:** Denise Johns  
**Subject:** FW: Online Form Submittal: Parks Naming ad hoc committee application  
**Date:** Wednesday, April 27, 2016 9:00:32 AM

---

**From:** noreply@civicplus.com [mailto:noreply@civicplus.com]  
**Sent:** Tuesday, April 26, 2016 2:13 PM  
**To:** Pat Adams  
**Subject:** Online Form Submittal: Parks Naming ad hoc committee application

### Parks Naming ad hoc committee application

Which board are you applying for? Parks Naming Ad Hoc Committee

First Name Kathleen

Last Name Hope

Address [REDACTED]

City Snohomish

State Wa

Zip 98290

Cell Phone [REDACTED]

Email Address [REDACTED]

Are you a City Resident? Yes

If yes, how long have you lived in the City of Snohomish? 1 year

If yes, how long have you lived in the County? 13 years on Ludwig Road

Are you a County Resident? Field not completed.

Please list any previous City appointments: None

Please list relevant employment or Field not completed.

## **ACTION ITEM 5c**

professional activities

Please list other community affiliations or activities that you feel would be a benefit to this position:

6 years on Hope Church Women's Council

Why are you interested in serving on this advisory board?

Want more involvement in my community

What talents or experiences would you bring to this position?

Positive Attitude

What are your primary interests in naming parks?

Would like to start participating in the decisions of our community.

Please not any special goals you may have for the City:

Retain our individuality as an antique town. Would like to see growth and the clean up of some areas.

Any other questions or information you wish to provide for Mayor and Council consideration?

No

Signature

Kathleen Hope

Date

4/26/2016

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## **ACTION ITEM 5c**

**From:** Pat Adams  
**To:** Denise Johns  
**Subject:** FW: Online Form Submittal: Parks Naming ad hoc committee application  
**Date:** Monday, April 11, 2016 10:00:20 AM

---

FYI

**From:** noreply@civicplus.com [mailto:noreply@civicplus.com]  
**Sent:** Monday, April 11, 2016 9:51 AM  
**To:** Pat Adams  
**Subject:** Online Form Submittal: Parks Naming ad hoc committee application

### Parks Naming ad hoc committee application

Which board are you applying for?	Parks Naming Ad Hoc Committee
First Name	Richard
Last Name	Patton
Address	[REDACTED]
City	Snohomish
State	WA
Zip	98290
Cell Phone	[REDACTED]
Email Address	[REDACTED]
Are you a City Resident?	Yes
If yes, how long have you lived in the City of Snohomish?	21 years
If yes, how long have you lived in the County?	Field not completed.
Are you a County Resident?	No
Please list any previous City appointments:	NA
Please list relevant employment or	Employed with Snohomish County Parks and Recreation for over 28 years. 19 of those years as a Park Ranger and 9 years as

## **ACTION ITEM 5c**

professional activities	Park Operations Supervisor. I am the Chair for Skagit Valley College: Parks Law Enforcement Advisory Committee.
Please list other community affiliations or activities that you feel would be a benefit to this position:	I was the first and only Park Ranger that was assigned full time to the Centennial Trail for six years. My family lived at the Caretaker residence at 1103 Maple Ave. during that time. I am active in the community and have participated in numerous volunteer cleanup events with the City.
Why are you interested in serving on this advisory board?	Parks are my passion. I visit National, State, County and City Parks regularly. If there is an annual pass for the system, I have it! I want to help protect, preserve and promote our City Parks as a valuable asset to our citizens of Snohomish.
What talents or experiences would you bring to this position?	I have over 30 years of experience working in parks. I have ties to the community and have an avid interest in the history of our City.
What are your primary interests in naming parks?	I would like to be part of the process in insuring that our park's names have a relevant and historical tie to the community and that they are promoted both as a treasure and asset to our community.
Please not any special goals you may have for the City:	Please "Note" :) Personal goal: I have an interest in serving on the City Parks Advisory Board in the future.
Any other questions or information you wish to provide for Mayor and Council consideration?	Outside of working in parks, I have volunteered in the city parks, U.S. Forest Service, and for Snohomish County. I have experience in leading teams of volunteers, both professionally and as a volunteer. Thank you for considering my application. I look forward to serving our community.
Signature	Richard J. Patton
Date	4/11/2016

Email not displaying correctly? [View it in your browser.](#)

## **ACTION ITEM 5c**

**From:** [Pat Adams](#)  
**To:** [Denise Johns](#)  
**Subject:** FW: Online Form Submittal: Parks Naming ad hoc committee application  
**Date:** Friday, April 15, 2016 8:44:35 AM

---

**From:** noreply@civicplus.com [mailto:noreply@civicplus.com]  
**Sent:** Friday, April 15, 2016 3:08 AM  
**To:** Pat Adams  
**Subject:** Online Form Submittal: Parks Naming ad hoc committee application

### Parks Naming ad hoc committee application

Which board are you applying for?	<i>Field not completed.</i>
First Name	Jami
Last Name	Rentko
Address	[REDACTED]
City	Snohomish
State	WA
Zip	98290
Cell Phone	[REDACTED]
Email Address	[REDACTED]
Are you a City Resident?	No
If yes, how long have you lived in the City of Snohomish?	prev was 6 yrs
If yes, how long have you lived in the County?	53 yrs
Are you a County Resident?	Yes
Please list any previous City appointments:	None. My apologies, I accidentally applied to the parks board...please disregard that application.
Please list relevant employment or	past Snohomish Chamber Member past Snohomish Women Networking member

## **ACTION ITEM 5c**

professional activities

Please list other community affiliations or activities that you feel would be a benefit to this position:

I was actively involved within the schools while my 5 children attended/attend Snohomish schools. Mostly involved within the athletic clubs that my kids participated. I helped organize many of the functions as a parent liason and enjoyed the interactions and encouraged participation.

Why are you interested in serving on this advisory board?

I want to be a voice for the many long time residents of Snohomish. I am a 3rd generation Panther and it is important to keep the history of Snohomish in tact and also move forward respectfully when addressing new issues.

What talents or experiences would you bring to this position?

As a leader in my industry, I bring 20+ years of leadership/customer service skills to the table. I have worked with diverse personalities and always strived to listen to the concerns of clients while sometimes having to respectfully disagree while validating their thoughts and feelings. Excellent communication and empathy have diffused many situations resulting in a win win outcome.

What are your primary interests in naming parks?

To see that the history of the current parks are honored and respected as the original donors of the parks intended them to be. Also to add the new parks with names appropriate for their surroundings.

Please not any special goals you may have for the City:

I believe there can be a mutual respect with long time residents/community members and city officials. It takes time to build good working relationships and transparency with the long timers of Snohomish. I see the need for a liason perhaps...not a city employee or council member, but in the community at large to keep communication lines open.

Any other questions or information you wish to provide for Mayor and Council consideration?

*Field not completed.*

Signature

Jami S Rentko

Date

4/15/2016

Email not displaying correctly? [View it in your browser](#)

## **ACTION ITEM 5c**

**From:** [Pat Adams](#)  
**To:** [Denise Johns](#)  
**Subject:** FW: Online Form Submittal: Parks Naming ad hoc committee application  
**Date:** Tuesday, April 19, 2016 12:17:21 PM

---

**From:** noreply@civicplus.com [mailto:noreply@civicplus.com]  
**Sent:** Tuesday, April 19, 2016 12:14 PM  
**To:** Pat Adams  
**Subject:** Online Form Submittal: Parks Naming ad hoc committee application

### Parks Naming ad hoc committee application

Which board are you applying for?	Parks Naming Ad Hoc Committee
First Name	Jonah
Last Name	Urie
Address	[REDACTED]
City	Snohomish
State	WA
Zip	98290
Cell Phone	[REDACTED]
Email Address	[REDACTED]
Are you a City Resident?	Yes
If yes, how long have you lived in the City of Snohomish?	8 years
If yes, how long have you lived in the County?	10 years
Are you a County Resident?	Yes
Please list any previous City appointments:	none
Please list relevant employment or	I raised \$3,500 for a park equipment upgrade at the Tillicum Kiwanis park by the Boys and Girls club. I attend the club also.

## **ACTION ITEM 5c**

professional activities	Since I was 3, we go to all the parks in the city and my little brother too.
Please list other community affiliations or activities that you feel would be a benefit to this position:	I am always involved in activities in the city. I have spoken at chamber meetings and rotary and Kiwanis club meetings to talk about snohomish. I have been in parades and we volunteer for lots of things for other places in town. I think a kid should be allowed on the committee because we have a lot of ideas on how to make the parks in our city fun for kids and families who use them all the time.
Why are you interested in serving on this advisory board?	I love Snohomish and I want to be able to help design it for the future and someday for my own kids to grow up here too. My dad says he will support me in any way he can so that I can make the meetings and events that will happen.
What talents or experiences would you bring to this position?	I like talking to people and I am able to help fundraisers and other community events in Snohomish. I have lots of ideas for all the parks and being outside is more fun than being inside too.
What are your primary interests in naming parks?	I have done a lot of history searching on the names we already have and i like them. but i also think we need to name parks that are people we know now and for future generations to get to know who we are too. i like the history of snohomish and i think we can keep that and add new names too.
Please not any special goals you may have for the City:	I think you mean note. i want the city to be pretty and to be a place where people want to live with their families for a long time. Snohomish to me is family.
Any other questions or information you wish to provide for Mayor and Council consideration?	Please consider me. Even though i am only 10 1/2, there wasn't anything that said a kid couldn't be on the committee. Thank you. Hi Mayor Karen Guzak. Jonah
Signature	Andrew Urie (signing for Jonah)
Date	4/19/2016

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ATTACHMENT B

**CITY OF SNOHOMISH  
Snohomish, Washington**

**RESOLUTION 1338**

**A RESOLUTION OF THE CITY OF SNOHOMISH, WASHINGTON,  
ESTABLISHING POLICIES AND PROCEDURES RELATING TO THE  
NAMING OF PUBLIC PARKS AND PARKS AND RECREATIONAL  
FACILITIES**

**WHEREAS**, the City of Snohomish believes that the designation of names for parks and parks and recreation facilities should be approached with deliberation; and

**WHEREAS**, the City Council finds that establishing policies and procedures relating to the naming of parks and parks and recreation facilities by resolution is in the public interest; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE  
CITY OF SNOHOMISH, WASHINGTON AS FOLLOWS:**

**Section 1.** The naming of City parks and parks and recreation facilities shall be in accordance with the procedures and criteria set forth below. Once adopted, name changes should occur on an exceptional basis only.

**Section 2.** The City Council with the advice of the Parks and Recreation Board is authorized to designate names of parks, recreation areas or facilities from among names submitted by an ad hoc Naming Committee.

**Section 3.** The ad hoc Naming Committee (Committee) shall be appointed when needed and shall consist of the Parks Board Chairperson, designated City Council member and/or citizen representative(s) selected by City Council, Park's Manager/Staff as appointed by Council, and the City's Public Works Director. The Public Works Director will provide staff support as needed. The Committee will work under the following procedures:

1. The Committee will meet as necessary and may elect its own Chair.
2. The Committee will use news media, City Newsletter, web pages, and appropriate signage to solicit suggestions for names from organizations and individuals.
3. After considering suggested names and applying criteria set forth below, the Committee will recommend names to the City Council and provide the historical or other supportive information as appropriate to justify the recommendations.

**Section 4.** It is the policy of the City of Snohomish to choose names for parks and parks and recreational facilities based upon the following criteria, in no particular order of priority or weight:

**ACTION ITEM 5c**

1. Names unique to the neighborhood and community.
2. A natural or geological feature.
3. Names of historical or cultural significance for the community.
4. A historical figure; or individual (deceased for three years minimum) who has made a significant contribution to the City; or gave their life serving the United States of America in military service.
5. As required by purchase agreement, donation or gift.

**Section 5.** The City Council may accept or reject the Committee's recommendation. The City Council has final authority to designate names for parks and parks and recreational facilities and may select names not recommended by the Committee. The City Council will carry out the naming process for a new park facility as early as possible after its acquisition or in conjunction with its development.

**Section 6.** It is the policy of the City of Snohomish for parks and parks and recreational facilities will bear number designations until the naming process results in adoption of a name.

**PASSED** by the City Council and **APPROVED** by the Mayor this 19<sup>th</sup> day of January, 2016.

CITY OF SNOHOMISH

By

\_\_\_\_\_  
Karen Guzak, Mayor

ATTEST:

By

\_\_\_\_\_  
Pat Adams, City Clerk

APPROVED AS TO FORM:

By

\_\_\_\_\_  
Grant Weed, City Attorney

ATTACHMENT C

Snohomish, WA - Official Website

<http://ci.snohomish.wa.us/CivicAlerts.aspx?AID=269>

**City of Snohomish - Home Page**

Posted on: April 8, 2016

**Application to Serve on City Park's ad hoc Naming Committee**

City Park's ad hoc Naming Committee The City is requesting interested Citizens to help with the naming of existing park properties and facilities.

The City is requesting citizen participation in its ad hoc Parks Naming Committee. The Naming committee will be responsible for recommending names to City Council for the following properties:

1. 20 acre riverfront property west of Lincoln Avenue
2. 10 acre 2000 Ludwig Road
3. 10 acre Lake Avenue property (Harryman)
4. 1103 Maple Avenue
5. Hal Moe Pool Site (Including Tillicum Kiwanis, Snohomish Skate Park, Averill Field, and Snohomish Boys and Girls Club)

The committee's criteria and procedures for name selection will conform to Resolution 1338.

If you wish to apply for the ad hoc Parks Naming Committee, complete the application online at

Application deadline for this committee is May 9, 2016 at 5:00pm.

Members must commit to meeting as needed and established by the committee at a local venue to be determined. Committee meetings will likely commence summer of 2016.

Selection is based on application questions and willingness to serve.

Citizen volunteers play a large role in our City government by participating in key committees. The City of Snohomish has advisory boards and committees appointed by the Mayor with City Council's consent. Each is unique in its size, meeting schedule, and specific function; however, the overall mission is the same: to make the City of Snohomish a community with a high quality of life and strong character supported by a vital economy and quality City services.

The Mayor and City Council appreciate your interest and your aspiration to serve the City of Snohomish.

Please call Denise Johns at 360-282-3195 if you have any questions.

[Application Information](#)

**Tools**

[RSS](#)

[Notify Me](#)

**Categories**

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- [City of Snohomish - Home Page](#)
- [Current Opening for Boards and Commissions](#)
- [Friday Newsletter](#)
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[Garbage and Recycle Survey Results](#)

[Next](#) ⇒

[2016 Consumer Retail Fireworks Stand](#)

**ACTION ITEM 5c**

## **ACTION ITEM 5d**

**Date:** May 17, 2016  
**To:** City Council  
**From:** Jennifer Olson, Finance Director  
**Subject:** **Text Archiving Agreement**

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The purpose of this agenda item is for City Council's consideration and authorization of the City Manager to execute a text archiving agreement with Mobile Guard, Inc. (See Attachment A)

**BACKGROUND:** As per Chapter 40.14.010 RCW, text messages relating to the conduct of public business are public records and shall be archived according to the Public Records Act, Open Public Meetings Act and State of Washington records retention guidelines.

Over the last several months, Information Services Department staff has worked with representatives from Mobile Guard, Inc. a subsidiary of Verizon Wireless, Inc. to coordinate and develop a solution for monitoring, capturing and archiving SMS (text) and MMS messages from all City of Snohomish issued mobile devices. The City has joined ACCIS, a consortium of Washington cities, to negotiate pricing for the archiving services. Monthly fees per device will be \$6.00 and one-time account set-up fees will be \$900. The 2016 Budget includes allocations for these services.

**STRATEGIC PLAN REFERENCE:** Not applicable

**RECOMMENDATION:** That the City Council **AUTHORIZE** the City Manager to **EXECUTE** an Agreement with Mobile Guard, Inc. for Text Message Archiving Services for compliance with Ch. 40.14.010 RCW.

**ATTACHMENT:** Agreement – Mobile Guard, Inc.

### **REFERENCE DOCUMENTS:**

1. [http://www.sos.wa.gov/\\_assets/archives/RecordsManagement/Advice-Sheet-Text-Messages-and-Public-Records-The-Basics-April-2015.pdf](http://www.sos.wa.gov/_assets/archives/RecordsManagement/Advice-Sheet-Text-Messages-and-Public-Records-The-Basics-April-2015.pdf)
2. [http://www.sos.wa.gov/\\_assets/archives/RecordsManagement/Advice-Sheet-Are-Text-Messages-Public-Records-April-2015.pdf](http://www.sos.wa.gov/_assets/archives/RecordsManagement/Advice-Sheet-Are-Text-Messages-Public-Records-April-2015.pdf)
3. [http://www.sos.wa.gov/\\_assets/archives/RecordsManagement/Advice-Sheet-Capture-and-Retention-of-Text-Messages-April-2015.pdf](http://www.sos.wa.gov/_assets/archives/RecordsManagement/Advice-Sheet-Capture-and-Retention-of-Text-Messages-April-2015.pdf)



## A Proposal for NetGuard

**Prepared by:**

Michael Banyra

MobileGuard, Inc.

[www.mobileguard.com](http://www.mobileguard.com)

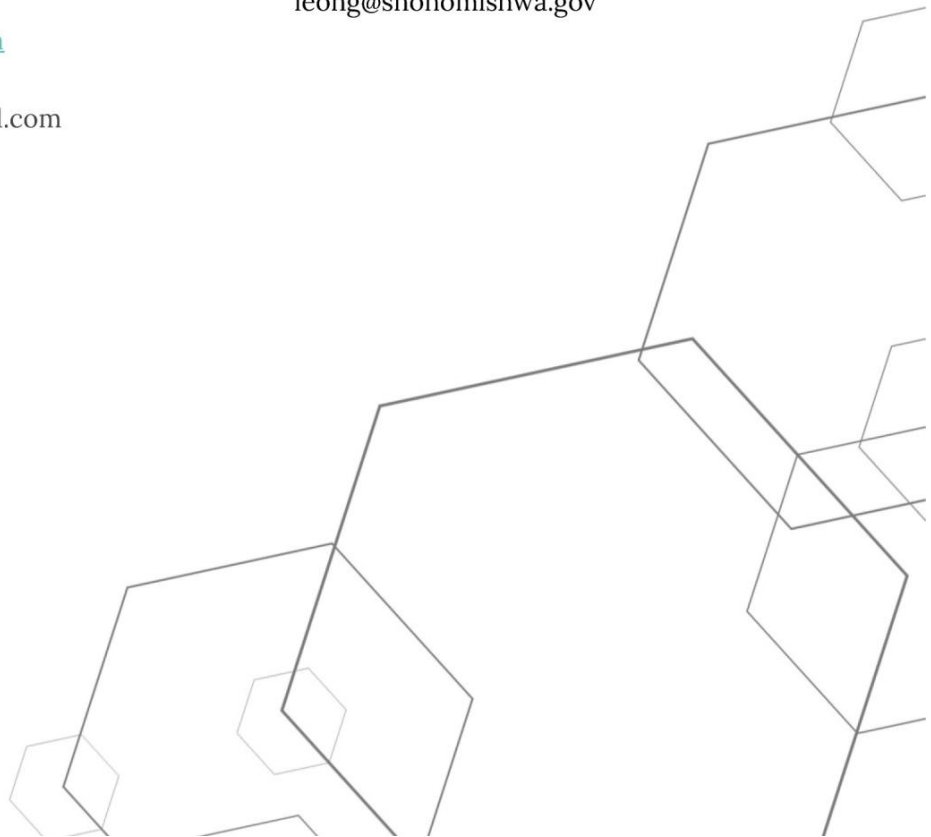
+1-646-459-4354, x110

[mbanyra@mobileguard.com](mailto:mbanyra@mobileguard.com)

**Prepared for:**

Dock Leong

[leong@snohomishwa.gov](mailto:leong@snohomishwa.gov)



## NetGuard Overview and Pricing

Dear Dock,

Thank you for your interest in evaluating MobileGuard for your mobile compliance needs. NetGuard is an ideal solution, integrating at the carrier tier and requiring no software on any device.

I have included a service and pricing overview for your consideration and our sole source letter. As an ACCIS member you are receiving volume discount pricing.

This proposal also includes our agreement terms and conditions. You can accept those terms and conditions by signing this proposal.

We also, as a convenience, include the Verizon terms and conditions. This document, if there are questions, can be discussed with your Verizon representative.

Regards,  
Michael Banyra

## The NetGuard Service

The MobileGuard NetGuard™ Service provides a complete solution for the monitoring, capture and archiving of SMS and MMS messages sent from company mobile devices on a supported wireless carrier network. All text messages are identified, collected, and archived in a format that is easily accessible, allowing companies to establish meaningful internal compliance policies regarding mobile devices and to meet compliance mandates from all relevant regulatory bodies.

MobileGuard presently supports Android®, Blackberry®, iPhone®, Windows® and non-smartphone operating systems capable of sending and receiving SMS and MMS messages on a supported wireless carrier network.

**Supported US Carrier Networks:**

- AT&T - "Bring Your Own Device" (BYOD) and Company Owned Devices
- Verizon Wireless - Company Owned Devices

**MobileGuard features include:**

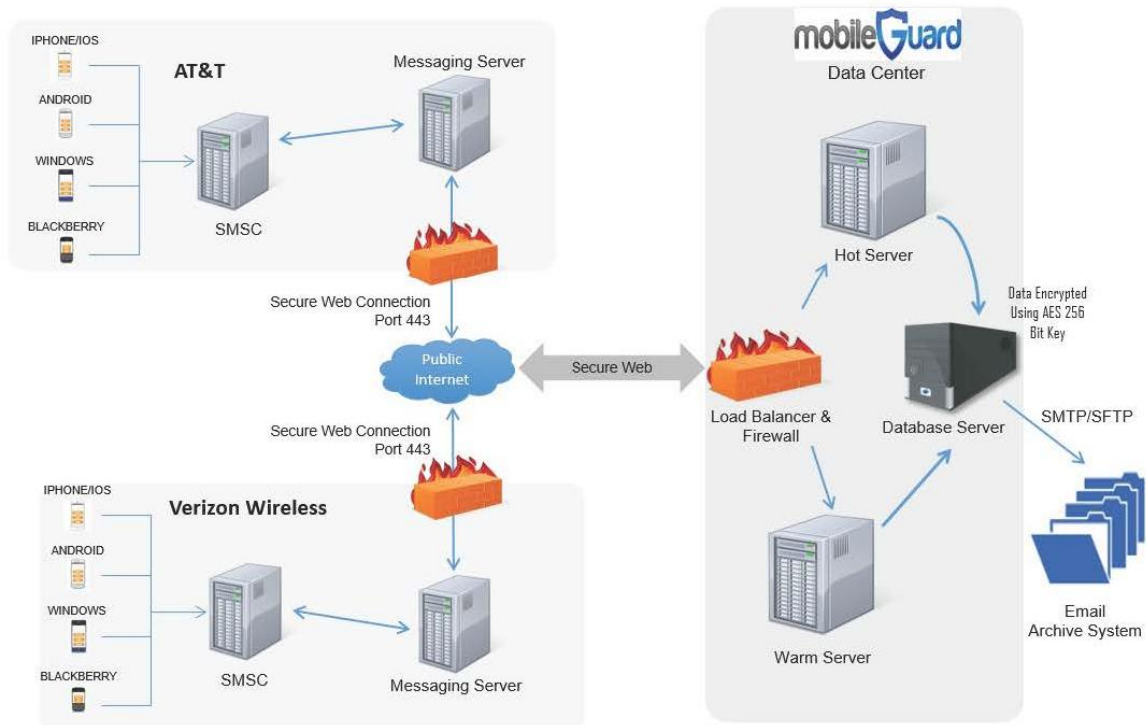
- Comprehensive capture & archiving of SMS and MMS messages
- Encryption
- Search and retrieval
- Policy management
- Intelligent Storage Manager
- Proactive SMS Blocking/Monitoring
- Easy to use Roles-based Web user interface ("User Interface")
- Reporting & Statistics

## How NetGuard Works



## **ACTION ITEM 5d**

### Mobile Compliance Solutions



## NetGuard Integrations

Key to efficiency in deploying NetGuard is ease of connectivity to critical systems in use at your organization. We outline these below. Our integrations include:

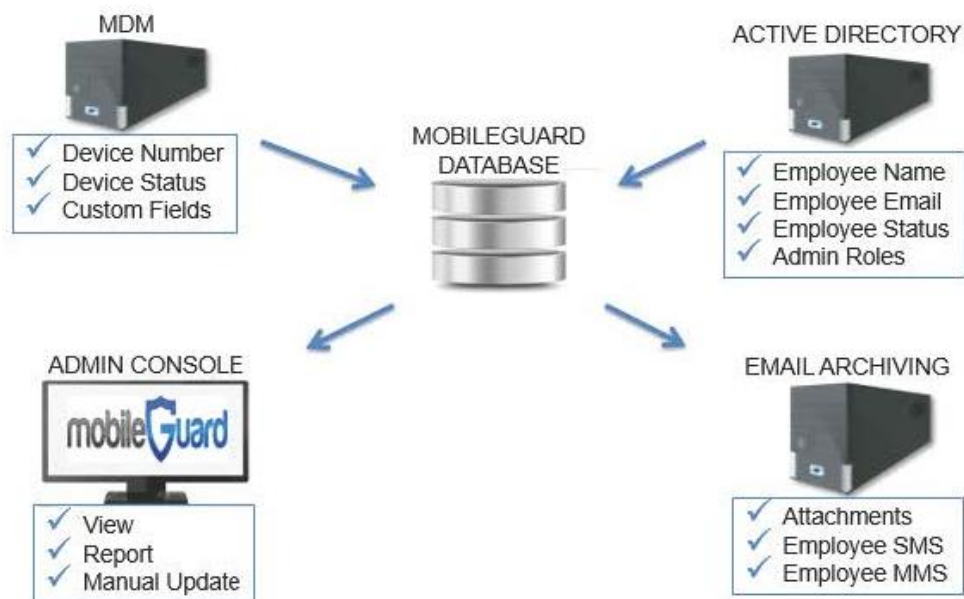
### Mobile Device Management

- AirWatch
- Mobile Iron

### Archiving Solutions

- Autonomy
- Barracuda
- Enterprise Vault
- Global Relay
- MessageWatcher
- Proofpoint
- Smarsh

If you don't see your provider here - just ask us.



## **ACTION ITEM 5d**

Mobile Compliance Solutions

### Pricing Table - Monthly Fees

Name	Price	Qty	Subtotal
NetGuard Hosted ACCIS Price SMS and MMS archiving through authorized wireless carrier with no software required on device.	\$6.00	40	\$240.00

Quantity            **40**  
Subtotal           **\$240.00**  
  
**Total        \$240.00**

### Pricing - One Time Fees

Name	Price	Qty	Discount	Subtotal
Activation Fee per Device (applies to all services) \$5 per device activated one time	\$5.00	40	50%	\$100.00
NetGuard Implementation Fee Hosted for 25-200 Devices Implementation services for 25-200 devices, hosted.	\$500.00	1	20%	\$400.00
Training Session 25-200 Devices <ul style="list-style-type: none"><li>• A technical session for implementing the application for your organization.</li><li>• An administrative training session to review and understand how to utilize the Admin Console for the NetGuard service</li><li>• A brief session to insure Customer understands how to report customer service issues online, via email and via telephone, to MobileGuard.</li></ul>	\$500.00	1	20%	\$400.00

**ACTION ITEM 5d**

Mobile Compliance Solutions

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Subtotal     **\$900.00**

**Total**     **\$900.00**

## Terms and Conditions



## MobileGuard Services Agreement Terms and Conditions

By executing the MobileGuard Services Agreement Order Form (the “Order Form”) with MobileGuard Inc. (“MobileGuard”), the Customer, as named in the Order Form, acknowledges and agrees that these MobileGuard Services Agreement Terms and Conditions (the “Terms and Conditions”), along with any MobileGuard Services Agreement Order Form executed by the parties and incorporating these Terms and Conditions by reference and any documents referenced herein via URL links (collectively, the “Agreement”), represent the entire agreement between the parties with respect to the subject matter herein. All capitalized terms used in these Terms and Conditions but not otherwise defined herein shall have the meanings ascribed to them in the Order Form.

### 1. **Order Form; Change Orders.**

The Services (as defined below) to be provided to Customer by MobileGuard, the related compensation to be paid by Customer to MobileGuard, and such other terms and conditions as MobileGuard and Customer may agree, are set forth on the Order Form. Any changes to the Order Form may be requested by Customer pursuant to a written change order, which MobileGuard may accept or decline in its reasonable discretion (a “Change Order”). A Change Order shall not become effective until it is signed by both parties.

### 2. **License and Restrictions.**

(a) *Services.* The services provided under this Agreement are those services embodied in the Products which Customer shall receive pursuant to the Order Form (the “Services”). Each Product includes access to an administrative portal (the “Administrative Portal”). (The Administrative Portal is, in the case of Products described as “hosted”, accessible at a website to be provided by MobileGuard, and, in the case of Products described as “on premise”, a part of the Software (as defined below).) The Products called MessageGuard require a mobile application to be downloaded on the Devices (as defined below) (the “Application”). The Products called NetGuard are integrated at the mobile carrier level and therefore do not require any mobile application on the Devices (the “Integrated Product”). Both MessageGuard and NetGuard are available on an “on premise” or “hosted” basis. The Products described as “on premise” require Customer to collect and host the Data (as defined below) itself. As such, “on premise” Products include certain software which must be installed on Customer’s computer(s) in order to archive and access Data (as defined below) on Customer-owned or –designated servers (the “Software”). For the Products described as “hosted”, MobileGuard provides hosting services described herein for the archiving and accessing of Data (the “Hosting Services”). In some cases, a Customer using an “on premise” Product may require the use of the Hosting Services for purposes of retrieving Data from Customer-owned or –designated servers located abroad. The Administrative Portal, the Software, the Hosting Services, the Application and the Integrated Product are each and collectively considered the Services.

(b) *Grant of Licenses to Customer.* MobileGuard hereby grants to Customer, during the Term, the following rights as applicable based on the Products Customer selects on the Order

Form, solely for internal business use for the purposes described more fully below:

(i) a non-exclusive, non-transferable, non-sublicensable license, subject to the terms of this Agreement, to access and use the Administrative Portal, solely for purposes of administering the Product(s) and in accordance with any Documentation (as defined below);

(ii) if applicable, a non-exclusive, non-transferable, non-sublicensable license, subject to the terms of this Agreement, to download (and copy solely as required to download) the Software on Customer-owned or Customer-controlled computers solely for the purposes of using the Products as intended pursuant to any Documentation;

(iii) if applicable, a non-exclusive, non-transferable, non-sublicensable license, subject to the terms of this Agreement, to use the Hosting Services solely for the purposes of storing and accessing the Data (as defined below);

(iv) if applicable, a non-exclusive, non-transferable, non-sublicensable license, subject to the terms of this agreement, to use the Integrated Product solely for the Devices and solely for the purposes of using the Products as intended pursuant to and Documentation; and

(v) a non-exclusive, non-transferable, non-sublicensable license, subject to the terms of this Agreement, to use any Services-related documentation provided to Customer by MobileGuard (the “Documentation”) only in conjunction with the relevant Services.

(vi) Customer acknowledges that the Application is available at certain mobile application stores, as well as through MobileGuard, for download on compatible Devices. Download and use of the Application is subject to an end user license agreement (the “EULA”) between MobileGuard and the individuals who own and/or control the Devices (the “End Users”). As between the parties, Customer shall be responsible for ensuring that any and all End Users comply with the terms and conditions set forth in the EULA.

(c) *Restrictions.* Except as expressly authorized in this Agreement, Customer shall not, and will ensure that End Users shall not, directly or indirectly: (i) sublicense, rent, lease, sell, loan, transfer, distribute, translate, reverse engineer, decompile, or disassemble or otherwise obtain or attempt to create, derive, or obtain the source code of any Products or Services; (ii) modify, enhance or otherwise change any Products or Services, or prepare derivative works based on the Products or Services; (iii) copy or otherwise reproduce the Products or Services or any materials provided in connection therewith; (iv) remove, obscure, or alter any notice of copyright, trademark, or other proprietary right appearing in or on any item included with the Products or Services; (v) circumvent or attempt to circumvent any methods employed by MobileGuard to control access to the components, features or functions of the Products and Services, or to prevent unauthorized use of any of the Products or Services; (vi) use the

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## **ACTION ITEM 5d**

Products or Services in any commercially hosted or service bureau environment or otherwise exploit the Products or Services for any purpose, commercial or otherwise, or (vii) use the Products or Services for any purposes of competitive analysis, the development of a competing product or service or any other purpose that is to MobileGuard's commercial disadvantage. In addition, Customer's use of the Products and Services shall be subject to such additional restrictions as may be described on the Order Form.

(d) *Grant of License to MobileGuard.* Solely to the extent Customer uses the Hosting Services (or 'on premise' Products that require MobileGuard to receive and transmit Data (as defined below)), Customer hereby grants to MobileGuard a non-exclusive, non-transferable (except as provided in Section 11(a)), sublicensable (solely as necessary to make the Hosting Services available to Customer) royalty-free and fully paid up, worldwide license to use, copy, distribute and transmit the Data for purposes of providing the Services to Customer. "Data" means all information and data submitted by or for Customer to the Services or collected and processed by or for Customer using the Services.

### **3. Ownership and Reservation of Rights.**

(a) *MobileGuard Intellectual Property.* Notwithstanding anything to the contrary herein, as between the parties, MobileGuard is the sole and exclusive owner of all rights, title and interest in and to all copyright, patent, trademark, service mark, moral rights and any other intellectual property and/or proprietary rights, whether or not registrable, in the Products and Services, any component thereof and any and all materials related thereto, including without limitation, any and all documentation, whether or not developed by MobileGuard, and all generalized knowledge, skill, know-how and expertise relating to such information (the "MobileGuard Intellectual Property"). Nothing herein shall be construed as granting to Customer any ownership interest in any of the MobileGuard Intellectual Property. All rights in the Products and Services not expressly granted hereunder are hereby retained by MobileGuard.

(b) *Improvements.* Notwithstanding anything to the contrary herein, MobileGuard shall solely and exclusively own, and shall have the right to use in any manner, all oral and written comments and any other reports, materials, information, ideas, concepts, and know-how provided by Customer, or any End User, to MobileGuard, including without limitation in connection with any errors, defects, or deficiencies in the Products or Services and any suggestions for corrections or improvements thereto, except to the extent any of Customer's Confidential Information (as defined below) is included therein (all the foregoing, collectively, "Improvements"). To the extent that by operation of law or otherwise, any right, title, or interest in or to the Improvements vests in Customer, Customer hereby irrevocably and unconditionally assigns and agrees to assign to MobileGuard the Improvements and forever waives and agrees never to assert any and all such right, title, and interest in such Improvements. Customer shall execute all documents and take all other actions requested by MobileGuard in connection with the foregoing assignments and waivers. At MobileGuard's request, Customer will assist MobileGuard in obtaining protection for any intellectual property right(s) associated with the Improvements. Under no circumstances will MobileGuard become liable for any payment to

Customer for any Improvements or other information that Customer provides hereunder, whether concerning the Products, Services or otherwise, no matter how such Improvements or other information are used or exploited by MobileGuard.

(c) *Data.* Notwithstanding anything else herein to the contrary, as between the parties, Customer is the sole and exclusive owner of the Data. MobileGuard shall have no rights in or to the Data, nor any responsibilities as to the Data, except as explicitly set forth in this Agreement. For clarity, Data shall not include any data generated or collected by MobileGuard regarding the operations of the Products and Services (the "Control Data"). The Control Data shall be considered MobileGuard Intellectual Property for purposes of this Agreement.

### **4. Responsibilities of the Parties.**

(a) *Compliance with Laws.* Each party shall comply with all applicable laws, regulations, rules, orders and other requirements, now or hereafter in effect, of any applicable governmental authority, in its performance of its activities hereunder. Customer represents and warrants that it is permitted under applicable law and otherwise to use the Products and Services in conjunction with all Devices and has the valid and enforceable right to provide all Data for purposes of the Products and Services hereunder.

(b) *Authorized Device Capabilities.* Customer acknowledges and agrees that the Services rely on wireless communications connections in order to operate, and will only function so long as the Devices are connected to fully functional wireless communications networks. Customer acknowledges and agrees that, as between the parties, it is Customer's responsibility to ensure the wireless communications network(s) and the environment in which Customer and End Users are using the Services are capable of and conducive to such use.

(c) *Updates.* MobileGuard may, but is not obligated to, provide updates, fixes or any other changes to the Products and Services based on feedback from Customer or otherwise from time to time.

(d) *Subcontractors.* MobileGuard may use a third party subcontractor to perform any of its obligations under this Agreement. Customer hereby acknowledges that MobileGuard currently uses a third party hosting service to provide the Hosting Services. Any third party hosting provider utilized by MobileGuard has represented or will represent, prior to MobileGuard's engagement of such hosting provider, that it is compliant with SSAE 16 SOC 2 Type II data security audit protocol (or an equivalent protocol).

(e) *Data Security.* MobileGuard and Customer shall each comply with privacy laws, to the extent applicable to such party's performance of its respective obligations under this Agreement. MobileGuard shall use reasonable care to provide a secure environment for the Data under the Services in so far as such Data is in MobileGuard's possession. MobileGuard warrants that it conducts, at least once per year, a SSAE 16 SOC 2 Type II (or equivalent) security audit. For clarity, MobileGuard disclaims all liability to the extent arising from the transmission of Data to and from the Services, or delays or errors caused by Customer

## **ACTION ITEM 5d**

hardware or software, or networking or telecommunications systems, Internet access, telephone access lines and communications equipment. Customer is responsible for any additional Data protections or backup Customer may wish to have in place.

### **5. Term and Termination.**

(a) *Term of Agreement.* The term of this Agreement shall be as set forth in the Order Form (the “Term”).

(b) *Termination.* Either party may terminate this Agreement in the event the other party materially breaches this Agreement and fails to cure such breach within thirty (30) calendar days of its receipt of notice of such breach. With regard to non-payment, MobileGuard shall have the right to terminate this Agreement, or suspend Services hereunder, without further notice if an undisputed invoice provided to Customer hereunder is not paid in full within sixty (60) days after the due date of such invoice, and such invoice remains unpaid for ten (10) business days after Customer’s receipt of written notice of such non-payment. Additionally, MobileGuard shall have the right to terminate this Agreement immediately without notice in the event Customer’s and/or any End User’s use of the Products and/or Services is not in accordance with all applicable laws, rules and regulations.

(c) *Effects of Termination.* Upon expiration or termination of this Agreement, Customer agrees to immediately (i) cease using the Products and Services; (ii) delete any Software from Customer-owned or designated machines, including computers and services, if applicable; and (iii) remove, or cause End User to remove, the Application from all Devices, if applicable. If Customer has been using a Product for which Data remains in MobileGuard’s possession (instead of being exported), Customer shall have ninety (90) days from the date of expiration or termination to request the Data, in which case mutually agreed upon fees related to such transition services will apply. Any unclaimed Data will be destroyed after such 90-day period. If Customer has been using a Product for which Data is either exported by or through MobileGuard, Customer acknowledges that MobileGuard retains a copy of all such Data for a period of between seventy-two (72) hours and thirty (30) days after MobileGuard’s transmission of such Data. These 72-hour to 30-day retention periods will apply even after expiration or termination of this Agreement. At the end of such retention periods, the Data is destroyed. MobileGuard has the right but not the obligation to retain a copy of the Data solely for compliance purposes.

(d) *Survival.* The provisions of Sections 3; 5(c); 5(d); 6 (solely as to Fees accrued as of termination); and 7 through 11 shall survive any termination or expiration of this Agreement.

### **6. Payment.**

(a) *Payment.* Customer shall pay to MobileGuard the fees set forth in and in accordance with the Order Form (the “Fees”). Prices shall be as set forth on the Order Form and are non-creditable, non-recoupable and non-refundable except as expressly provided otherwise herein. MobileGuard shall bill Customer on a monthly basis. Payment of each undisputed invoice shall be due within thirty (30) days of Customer’s receipt of such

invoice. Customer’s right to dispute any amounts does not relieve Customer of its obligation to pay any undisputed amount by the applicable due date. A late payment charge of the lesser of 1.5% per month or the highest lawful rate may be applied to any outstanding balances until paid, and Customer shall be responsible for paying all such late charges. All payment under this Agreement shall be made in United States dollars.

(b) *Taxes.* Customer shall pay MobileGuard for all applicable taxes relating to MobileGuard’s provision of the Services, other than taxes based on MobileGuard’s income. Such taxes will be incorporated in the payment terms set forth on the Order Form.

### **7. Confidentiality.**

(a) *Confidential Information.* For the purposes of this Agreement and subject to the exclusions listed below, “Confidential Information” shall mean any and all information, documents, manuals, files or other materials provided, directly or indirectly, in any form whatsoever, by one party (the “Disclosing Party”) to the other party (the “Receiving Party”) or otherwise belonging to the Disclosing Party (e.g., Improvements, Data) in connection with this Agreement which is either marked “confidential” or can reasonably be assumed to be confidential based on the nature of the material and the circumstances of its disclosure. Notwithstanding anything herein to the contrary, “Confidential Information” shall not include any information, documents, manuals, files or other materials that the Receiving Party can show through reasonable evidence (i) are or become publicly available without breach of this Agreement by the Receiving Party; (ii) are rightfully received by the Receiving Party without obligation of confidentiality from a source which is not prohibited from disclosing such information; (iii) are independently developed by the Receiving Party without access to or use of the disclosing party’s Confidential Information; or (iv) were in the Receiving Party’s possession or known to the Receiving Party prior to its receipt of such information from the Disclosing Party.

(b) *Restrictions on Disclosure.* The Receiving Party shall receive, maintain and hold the Disclosing Party’s Confidential Information in strict confidence and will use at least the same level of care in safeguarding such Confidential Information that it uses with its own confidential information of a similar nature, but in no event less than reasonable care under the circumstances. Customer agrees that MobileGuard may disclose Customer’s Confidential Information to its employees and contractors with a need to know in connection with the provision of the Services under this Agreement. MobileGuard will instruct all such employees and contractors in advance that they must comply with the restrictions set forth herein. The Receiving Party will immediately notify the Disclosing Party of any disclosure of the Disclosing Party’s Confidential Information in violation of this Agreement. If the Receiving Party receives a demand from a legal or regulatory authority of competent jurisdiction (or otherwise pursuant to a requirement of law) requiring the disclosure of the Disclosing Party’s Confidential Information, the Receiving Party shall provide notice to the Disclosing Party of such demand or requirement prior to disclosing the Confidential Information, and shall, upon reasonable request and at the expense of the Disclosing Party, cooperate in any reasonable efforts by the Disclosing Party

## **ACTION ITEM 5d**

to seek arrangements to protect the confidentiality and proprietary nature of such Confidential Information.

(c) *Injunctive Relief.* The parties agree that a breach of any of the obligations set forth in this Section 7 would irreparably harm and damage the other party. As such, the Disclosing Party shall be entitled to seek and obtain immediate injunctive relief to stop any disclosure or threatened disclosure of the Disclosing Party's Confidential Information, without any limitation to any other remedies available to the Disclosing Party.

(d) *Survival of Confidentiality Obligations.* Upon termination of this Agreement, each party shall return to the other party any Confidential Information of such other party that it has in tangible form in its possession. The obligations set forth in this Section 7 shall survive termination of this Agreement and remain in effect so long as the Receiving Party possesses or has access to the Disclosing Party's Confidential Information, whether in tangible or intangible form.

### **8. WARRANTY DISCLAIMER.**

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, MOBILEGUARD MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING USE OF OR RELIANCE ON THE PRODUCTS OR SERVICES, AND THE PRODUCTS AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE WARRANTIES OF MOBILEGUARD SET FORTH IN THIS SECTION 8 ARE EXCLUSIVE AND IN SUBSTITUTION FOR, AND MOBILEGUARD HEREBY DISCLAIMS, ALL OTHER WARRANTIES, OBLIGATIONS AND LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY DEFECT, DEFICIENCY, DATA INACCURACY, OR NONCONFORMITY IN THE PRODUCTS, SERVICES OR ANY OTHER MATERIALS PROVIDED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY: (I) IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (II) IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE; AND (III) ANY OBLIGATION, LIABILITY, RIGHT, REMEDY OR CLAIM IN TORT, NOTWITHSTANDING ANY FAULT, NEGLIGENCE, STRICT LIABILITY OR PRODUCT LIABILITY OF MOBILEGUARD (WHETHER ACTIVE, PASSIVE OR IMPUTED). MOBILEGUARD DOES NOT WARRANT THAT OPERATION OF OR USE OF THE PRODUCTS OR SERVICES WILL BE UNINTERRUPTED, ERROR-FREE. CUSTOMER WILL BEAR ALL RISK ASSOCIATED WITH ANY USE OF A WIRELESS COMMUNICATIONS NETWORK OR DATA TRANSMISSION, INCLUDING BUT NOT LIMITED TO LOSS OF DATA, BY OR ON BEHALF OF CUSTOMER UNDER THIS AGREEMENT, INCLUDING WITH RESPECT TO ANY MALWARE, VIRUS OR DESTRUCTIVE CODE RESULTING THEREFROM, AND MOBILEGUARD DISCLAIMS ALL LIABILITY AND RESPONSIBILITY IN CONNECTION WITH SUCH USE.

### **9. Limitation of Liability.**

IN NO EVENT SHALL MOBILEGUARD BE LIABLE FOR ANY DAMAGES, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), INCLUDING BUT NOT LIMITED TO INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, COVER, RELIANCE, CONSEQUENTIAL OR EXEMPLARY DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE, THE RESULTS OF USE, OR THE INABILITY TO USE THE PRODUCTS OR SERVICES OR FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOST PROFITS, LOST SALES OR BUSINESS EXPENDITURES, INVESTMENTS, OR COMMITMENTS IN CONNECTION WITH ANY BUSINESS, LOSS OF ANY GOODWILL, LOST, DESTROYED OR CORRUPTED DATA, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT MOBILEGUARD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT SHALL MOBILEGUARD'S AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE LESSER OF (I) ONE HUNDRED THOUSAND DOLLARS (\$100,000); OR (II) AN AMOUNT EQUIVALENT TO THE FEES ACTUALLY PAID BY CUSTOMER UNDER THIS AGREEMENT DURING THE SIX (6) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

### **10. Indemnification.**

(a) Each party shall indemnify, defend, and hold harmless the other party and its officers, employees, agents, affiliates, successors and assigns from and against all claims, actions, demands, and suits by third parties, and all losses, liabilities, damages, costs, and expenses associated therewith (including reasonable attorneys' fees) arising from or in connection with (i) such party's material breach of any of its representations or warranties under this Agreement; and (ii) such party's gross negligence, willful misconduct, or violation of the law.

(b) *By Customer.* Customer shall indemnify, defend, and hold harmless MobileGuard and its officers, employees, agents, affiliates, successors and assigns from and against all claims, actions, demands, and suits by third parties, and all losses, liabilities, damages, costs, and expenses associated therewith (including reasonable attorneys' fees) arising from or in connection with any allegation relating to Customer's use, or any of its End Users' use, of the Products or Services (i) for any purpose other than those expressly permitted under this Agreement, or (ii) in combination with other mobile applications or computer programs not licensed by MobileGuard to Customer.

(c) *By MobileGuard.* MobileGuard shall defend, at its expense, any claim, lawsuit or related action brought against Customer alleging that the Application or Services infringe a United States patent or copyright, and shall pay all costs and damages finally awarded. In the event of any such claim, Customer, upon MobileGuard' request, shall immediately cease using the Products and Services, and MobileGuard will use commercially reasonable efforts to (i) procure for Customer the right to continue to use the Products and Services as set forth in this Agreement, (ii) provide a reasonable workaround solution, or (iii) replace or modify the Products and Services to make their use



## **ACTION ITEM 5d**

under this Agreement non-infringing, or, if alternatives (i)-(iii) are not practicable, to refund a prorated portion of the fees paid by Customer under this Agreement and terminate this Agreement upon written notice to Customer. The remedy set forth in this Section 10(c) shall be the sole remedy for Customer in the event of a claim, lawsuit or related action covered by this Section 10(c).

(d) *Indemnity Process.* The rights of indemnity under this Section 10 are conditioned upon the indemnified party's provision to the indemnifying party of (i) prompt written notice of the applicable claim, (ii) any information in the possession of indemnified party related to such claim, (iii) reasonable assistance by the indemnified party at the indemnified party's cost, and (iv) sole authority to settle or defend such claim, provided any such settlement does not admit fault on the part of the indemnified party.

### **11. Other Provisions.**

(a) *No Assignment.* Customer shall not assign, delegate, or otherwise transfer in any way either this Agreement or any of Customer's rights, duties or obligations hereunder without the prior written consent of MobileGuard. MobileGuard may assign this Agreement in connection with the sale of any portion of its business related to the subject matter of this Agreement. This Agreement will be binding upon, and inure to the benefit of, the permitted assignees, transferee and successors of each of the parties.

(b) *Force Majeure.* MobileGuard shall not be liable for any delay or failure of performance of any portion of this Agreement arising out of or resulting from any cause beyond its control, including, without limitation, acts of God, acts or omissions or civil or military authorities; government regulations, embargoes, epidemics, war, terrorist acts, riots, civil commotion or uprising, nuclear accidents or power outages (each, a "Force Majeure Condition"). If such Force Majeure Condition results in a delay or failure to perform that continues for more than thirty (30) consecutive days, Customer may, without penalty, elect to (i) terminate this Agreement; or (ii) suspend such affected Services until the Force Majeure Condition is resolved.

(c) *Independent Parties.* Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, agency or employment relationship between MobileGuard and Customer.

(d) *Waiver.* The waiver or failure of either party to exercise in any respect any rights provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement.

(e) *Severability.* If any term or provision of this Agreement should be declared invalid by a court of competent jurisdiction or by operation of law, the remaining terms and provisions of this Agreement shall be unimpaired, and the invalid term or provisions shall be replaced by such valid term or provisions as comes closest to the intention underlying the invalid term or provision.

(f) *Notice.* Any notice or other communications required or permitted in this Agreement shall be in writing and shall be deemed to have been duly given three (3) days after

mailing by first class certified mail, postage prepaid, to the following address:

To MobileGuard:

MobileGuard Inc.  
20 Nassau St.  
Princeton, NJ 08542  
Attn: [REDACTED]

To Customer:

To the Customer's contact address set forth on the Order Form.

(g) *Integration.* This Agreement (consisting of the Order Form and these Terms and Conditions) constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior proposals, negotiations, conversations, discussions and agreements between the parties concerning the subject matter hereof.

(h) *Amendments.* No amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by both parties.

(i) *Applicable Law.* This Agreement will be interpreted, construed and enforced in all respects in accordance with the laws of the State of North Carolina without reference to its choice of law principles. Each party hereby consents to the exclusive jurisdiction and venue of the state and federal courts located in Wake County, North Carolina, with regard to any suit or claim arising under or by reason of this Agreement. Customer will not commence or prosecute any suit or claim to enforce this Agreement, or otherwise arising under or by reason of this Agreement, other than in such courts.

(j) *Dispute Resolution.* The parties agree to engage in good faith negotiations in the event of any dispute, controversy or claim between the parties relating to this Agreement (a "Dispute"). If a Dispute cannot be settled through good faith negotiations after a reasonable amount of time, the parties agree to submit the Dispute to mediation, which requirement may be waived upon mutual written agreement. If the Dispute is not otherwise resolved by negotiation or mediation within seventy-five (75) days of first written notice of the Dispute provided by one party to the other, the parties may then resort to binding arbitration with the American Arbitration Association (the "AAA") in accordance with the AAA's Commercial Arbitration Rules then in effect. If a party submits a demand for arbitration, the parties agree that arbitration will be the exclusive forum for adjudication of the Dispute, provided such demand precedes the filing of a complaint in any court of competent jurisdiction. The cost of arbitration (including the fees and expenses of the arbitrator(s)) will be shared equally by the parties; provided, however, that each party will pay its own attorney's fees. The arbitrator(s) will have the authority to apportion liability between the parties, but will not have the authority to award any damages or remedies not available under, or in excess of, the express terms of this Agreement. The award may be confirmed and enforced in any court of competent jurisdiction. With regard to any action for breach of confidentiality or intellectual property obligations,

## **ACTION ITEM 5d**

nothing in this Section 11(j) will preclude with party from seeking interim equitable relief. Any such request by a party of a court for interim equitable relief shall not be deemed a waiver of the obligation to arbitrate hereunder.

*[End of Terms and Conditions]*

## **ACTION ITEM 5d**

### ***VZW Confidential***

#### **VERIZON WIRELESS TERMS AND CONDITIONS FOR ACCESS TO ARCHIVED MESSAGES**

This agreement is between you as our subscriber and Verizon Wireless ("VZW") and it sets forth the terms and conditions under which you agree to use and we agree to provide access to Archived Messages through the Archived Messages Service (as such terms are defined below). By using the Archived Messages Service, you accept these Terms and Conditions, which may be modified by us from time to time.

##### **1. Definitions.**

**1.1 Archived Messages** means the Participating Employee's Messages available for retrieval by MobileGuard from VZW.

**1.2 Archived Messages Service** means MobileGuard's service that provides Archived Messages to you.

**1.3 Corporate Liable VZW MDNs** means a VZW Mobile Directory Number (MDN) that is established under your corporate account and corporate name for which you are financially responsible for the payment to VZW for VZW service.

**1.4 Employee Liable VZW MDN** means a VZW MDN that is established in the name of an individual employee of your company and such individual employee is financially responsible for the payment to VZW for VZW services.

**1.5 Messages** means messages sent or received by the Participating Employee via the short message service (SMS) or the multimedia message service (MMS).

**1.6 Participating Employee** means your employee who has opted into the Archived Messages Service via your Corporate Liable VZW MDN.

##### **2. Archived Messages Service.**

**2.1** You will only access, use, copy, store or disclose Archived Messages in accordance with these Terms and Conditions. Customer will not access, use, copy, store or disclose Archived Messages for any other purpose.

**(a) MobileGuard.** You will enter into an agreement with MobileGuard Inc. ("**MobileGuard**") for the Archived Messages Service and you will pay all of MobileGuard's charges for such Archived Messages Service in accordance with such agreement and these Terms and Conditions.

**(b) Corporate Liable VZW MDNs Only.** You will enroll only Corporate Liable VZW MDNs in the Archived Messages Service. You will not enroll any Employee Liable VZW MDNs in the Archived Messages Service.

**(c) Notice and Consent.** Prior to enrolling any employee in the Archived Messages Service and accessing, using, storing, copying or disclosing any Participating Employee's Archived Messages, you will provide advance disclosure to each employee containing clear and conspicuous notice of the terms and conditions of the Archived Messages Service, including how you and MobileGuard will access, use, copy, retain, protect or disclose such employee's Archived Messages, as well as the duration and purpose of such access, use, copying or retention. Prior to enrolling any employee in the Archived Messages Service, VZW will send a free to end user text message, pre-approved by you, to each employee containing a notice to opt-in to the Archived Messages Service, and you will not access, use, store, copy or disclose any employee's Archived Messages until such consent has been obtained.

**Updated 12/23/15**

## **ACTION ITEM 5d**

### ***VZW Confidential***

**(d) Revocation of Consent.** You will ensure that each Participating Employee may immediately revoke consent through readily available mechanisms to the Participating Employee. You will immediately notify MobileGuard of any such revocation of consent so that MobileGuard can notify VZW of such revocation. If consent is revoked, then you will not access, retrieve, use, store, copy or disclose such employee's Archived Messages dated after the revocation date. You may access, use, store, copy or disclose such employee's Archived Messages retrieved by you prior to such revocation date.

**(e) Transferring Mobile Device or Corporate Liable VZW MDN to Another Employee.** Prior to transferring a mobile device or Corporate Liable VZW MDN enrolled in the Archived Messages Service to another employee, you will disenroll or notify MobileGuard to disenroll from the Archived Messages Service the Participating Employee and the Corporate Liable VZW MDN on that mobile device.

**(f) Periodic Reminders.** VZW will provide periodic reminders to each Participating Employee of its enrollment in the Archived Messages Service, if Company enables such option in MobileGuard's portal.

**(g) Acknowledgement.** You acknowledge that VZW will make available to MobileGuard the Archived Messages for use in connection with the Archived Messages Service and VZW will have no further control or responsibility for the Archived Messages once they are provided to MobileGuard.

**(h) Limitations and Restrictions.** You may access the Participating Employee's Archived Messages only with that Participating Employee's express knowledge and consent. You must maintain records of each employee's express, informed consent for you to collect such Participating Employee's Archived Messages. If a Participating Employee revokes such consent at any time, then you must immediately cease initiating requests for that employee's Archived Messages.

**2.2 Customer Business Records.** You will maintain full, complete and accurate records related to your performance under these Terms and Conditions, and shall preserve such records for five (5) years from the date of preparation; provided, however, that you will retain, for at least five (5) years following the latest access to Archived Messages, records sufficient to demonstrate each employee's consent to access and use its Archived Messages. Such records shall be available for inspection and copying by VZW during your normal business hours, upon five (5) days notice, but not more than once per quarter, unless otherwise required by applicable law, rule or regulation. If you refuse to comply with the obligations set forth in this Section or if VZW's review of such records reveals that you are in violation of any of these Terms and Conditions, then, in addition to its other remedies under these Terms and Conditions, your account agreement with VZW or at law or in equity, VZW may terminate your access to the Archived Messages.

**2.3 Compliance with Laws, Policies and Practices.** You will comply with all applicable laws, rules and regulations, including all applicable consumer protection, marketing, data security, export and privacy laws and Federal Trade Commission privacy initiatives. You are solely responsible for making any disclosures required by law, rule, regulation, or otherwise regarding the nature, accuracy, effectiveness, or limitations of the Archived Messages Service.

**Updated 12/23/15**

**ACTION ITEM 5d**

Mobile Compliance Solutions

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## Accept Proposal with Signature

## **ACTION ITEM 5d**



December 1, 2015

To Whom It May Concern:

MobileGuard, Inc. (formerly TextGuard, Inc.) was founded in 2007, originating from a ten year old IT Security firm as the proliferation of mobile devices entered the enterprise space. The company pioneered the mobile communication capture and monitoring space early, which resulted in obtaining the US patent # 8,107,944 – “System and Method for Automatic Data Security, Back-up and Control for Mobile Devices”.

Originally developed as a client solution with Windows mobile, our Client SMS Capture solution, MessageGuard, also supports the Android OS as well as the Blackberry OS. In 2014, we launched a new network solution integrated directly with wireless carriers called NetGuard. NetGuard can capture native SMS/MMS messages for any device on the carrier network with no application on the device, including:

- Standard cell phones (“flip phones” or “feature phones”)
- Android
- Blackberry
- iPhone
- Windows 8 and 10

After capturing the message, the information is stored for monitoring and reporting needs. MobileGuard offers these solutions in both hosted and on premises license models to meet the needs of your organization.

Given the above, MobileGuard is uniquely positioned to assist you with compliance and archiving initiatives, being the only company in the United States delivering these services in both on premises and hosted options through direct wireless carrier integration.

If you have any further questions, please contact me at 646-459-4354 x101.

Thank you and regards.

Todd M. Cohan  
President

MobileGuard, Inc. | 20 Nassau Street, Princeton, NJ 08542 | 646-459-4354



## **DISCUSSION ITEM 6**

**Date:** May 17, 2016  
**To:** City Council  
**From:** Clay White, Interim Planning Director  
**Subject:** **Mobile Food Vendor Licensing Code Amendments Briefing**

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### **SUMMARY**

This agenda item provides for the City Council's discussion of draft code language addressing the licensing and siting requirements for Mobile Food Vendors. The proposed language would be added to Title 5 (Business regulations and licensing) since a mobile food vendor license would be required to operate. A small code change is also proposed for 11.08.130 SMC (Parking for Certain Purposes) which currently prohibits the selling of merchandise from a vehicle. This section would be amended to allow sales from a licensed mobile food vendor.

The Economic Development Committee, Planning Commission and City Council have been previously briefed on this issue. A hearing in front of the Planning Commission is not required for this action since this is not a Growth Management Act (GMA) regulation. Planning and Development Services will also be sending a letter to those brick and mortar restaurants in the vicinity of where these regulations would apply.

The draft code language is substantially the same as when last addressed by the Council. However, some changes have been made to clarify where licenses could be issued and both licensing and operating requirements.

Planning and Development Services is recommending that the Council move this item forward for a hearing on June 21, 2016.

### **BACKGROUND**

With the exception of special event permits, Snohomish Municipal Code (SMC) does not address businesses operating from wheeled vehicles. Brick and mortar eating and drinking establishments are allowed as permitted or conditional uses in all commercial and mixed-use land use designations and in Public Park designations where they are permitted only if ancillary to a recreational use.

Unlike brick and mortar restaurants, mobile food vendors are not treated the same under the code. Certain code requirements applicable to new development do not necessarily apply to transitory uses such as mobile food vendors where no building permit is required. These requirements may include site and frontage improvements, dimensional standards, parking standards, traffic impact fees, design standards, and restroom facilities. For mobile food vendors, licenses are typically required by agencies including the Washington State Department of Motor Vehicles, Washington State Department of Labor and Industries, and the Snohomish County Health District.

## **DISCUSSION ITEM 6**

From an economic development perspective, there may be benefits to allowing mobile food vendors within certain limits. These may include potential interim economic use of undeveloped land and furthering entrepreneurial opportunities. As well, the allowance may expand dining options for residents. In some jurisdictions, aggregations of mobile food vendors are promoted as, or have become, a destination draw. An example is Everett's recent Food Truck Festival. However, there may be concerns from citizens that the use is not consistent with community character, and concerns from brick and mortar restaurants that these uses would unfairly compete due to different start-up and operational costs.

### **PROPOSAL**

The City already has a process in place for mobile food vendors associated with special events. Therefore, the proposed code will not address food trucks associated with special events, only those who wish to operate on a more regular basis.

It is also important to note that this will be the first code for mobile food vendors within the City. It has been intentionally written so the scope is limited, while also providing opportunities for it to be successful. This will give the City an opportunity to see how the code functions. Licensing areas can always be expanded in the future based upon the experience the City has with licensing these operations.

Attached you will find a copy of the draft code language for review. The following provides an overview of the code development goals and how the draft language addresses those issues.

- Make an allowance in Title 5, Snohomish Municipal Code (SMC) for the licensing of mobile food vendors so they can be properly licensed and sited within certain areas of the City.

*The proposed code language outlines where mobile food vendors can potentially locate and operate. The code also provides for the annual licensing of these operations and process to ensure all local and state health, safety and welfare requirements are met prior to operation. Fees for the mobile vendor license and license changes will be handled under a separate process through the Economic Development Manager.*

- Ensure that mobile food vendors stay mobile and do not interfere with the operation of brick and mortar restaurants. Create limited areas where mobile food vendors can operate until impacts of these businesses on the City can be fully understood.

*The proposed code provides a number of requirements:*

- *Vendors may locate in the Pilchuck District's Neighborhood Center Zone, Neighborhood Civic zone, and land designated Business Park.*
- *Vendors may only use right-of-way adjacent to the First street travel lanes west of Avenue D.*
- *A mobile food vendor may not locate on a given parcel or premises for more than six hours in any 24-hour period.*



## **DISCUSSION ITEM 6**

- *Mobile food vendors shall not operate at more than one site within any 24 hour period unless such sites are separated by at least 2,000 feet. Mobile food vendors that only serve employees of businesses on the property of such businesses are exempt from this provision.*
  - *Mobile food vendors shall not operate within 200 feet of a brick and mortar food business that is open without consent of that business.*
- Ensure mobile food vendors are set up so they do not obstruct sidewalks, passage of pedestrians or vehicles, and other right-of-way issues.

*The draft code prevents vendors from using freestanding awnings, tents, canopies, or umbrellas. These types of devices must stay attached to the vendor vehicle. The code also specifies that signs, lights, overhangs, and awnings must not create a hazard to pedestrians, customers or vehicles. Finally, there is language included to ensure queuing of customers does not create an issue for traffic and pedestrians.*

### **KEY POLICY ISSUES**

Although the entire draft code is under consideration by the Council, the following are a few key issues that staff could use direction on as we prepare a final ordinance for the public hearing.

- Under the draft code, licensed mobile food vendors could locate:
  - In the Pilchuck District's Neighborhood Center Zone, Neighborhood Civic zone, and land designated Business Park.
  - Within the right-of-way adjacent to the First Street travel lanes west of Avenue D.

***Are these the appropriate areas to license Mobile Food Vendors? Should they be allowed in additional areas or should the license areas be smaller?***

- Under the draft code, mobile food vendors may only be parked at one site for six hours during a 24 hour time period. This keeps vendors "mobile" and allows them to complete tasks such as releasing grey water in an approved manor.

***Is six hours an adequate amount of time? Should the time allotment be longer or shorter?***

- Under the draft code, vendors may not operate at more than one site within a 24 hour time period unless sites are separated by at least 2000 feet. This provision ensures that trucks stay mobile so they do not move short distances thereby becoming permanent fixtures.

***Is 2000 feet an appropriate distance? Should the distance requirement be shorter or longer?***

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**STRATEGIC PLAN REFERENCE:** Initiative # 6: Cultivate local businesses and promote the City as a great place to do business; and Action Strategy 6.c: Facilitate growth and the enhancement of community character by establishing plans and ordinances that support businesses and residents in key opportunity districts.

**RECOMMENDATION:** That the City Council **DISCUSS** and **DIRECT** staff to make any Council requested changes to the draft codes and to schedule a public hearing on the Mobile Food Vendor License regulations on June 21, 2016.

### **ATTACHMENTS:**

- A. Draft code section 5.30 - Mobile Food Vendors
- B. Draft revision to 11.08.130 – Parking for Certain Purposes Prohibited
- C. Map of possible siting locations

ATTACHMENT A

**Chapter 5.30**

**MOBILE FOOD VENDORS**

Sections:

- 5.28.010 Purpose
- 5.28.020 Mobile food vendor defined
- 5.28.030 Restrictions
- 5.28.040 License renewal
- 5.28.050 License permit required – application contents
- 5.28.060 Conflicting provisions
- 5.28.070 Severability

**5.30.010 Purpose.** This Chapter sets forth the licensing, location, and operating requirements for mobile food vendors.

**5.30.020 Mobile food vendor defined.** For the purposes of this chapter, a “mobile food vendor” means a business that, as its principal function, sells or otherwise dispenses prepared food and non-alcoholic beverages to the general public from a licensed motor vehicle that is not permanently affixed to real property. The term excludes food delivery vehicles and vehicles that dispense food and move from place to place and are stationary for no more than 15 minutes at a time, such as ice cream trucks. The term also excludes food trucks and similar concession vehicles that are licensed by the City under a special event permit.

**5.30.030 Restrictions.** A mobile food vendor shall:

- A. Not be located on any given parcel or premises for more than six hours in any 24-hour period.
- B. Mobile food vendors shall not operate at more than one site within any 24 hour period unless such sites are separated by at least 2,000 feet. Mobile food vendors that only serve employees of businesses on the property of such businesses are exempt from this provision.
- C. Maintain a minimum setback of 20 feet between the mobile food preparation van or other vending unit and all interior property lines and other buildings and a minimum of 50 feet from flammable, combustible liquid or gas storage and dispensing structures.
- D. No mobile food vendor shall sell or deliver any food or goods if the vending unit is within 200 feet of the entrance of any non-mobile business establishment that is open for business without the written consent of the business.
- E. No mobile food vendor shall obstruct or cause to obstruct the passage of any pedestrian or vehicle on any public sidewalk, street, or any other public right-of-way, including customer queues or customers consuming any food sold by the mobile food vendor at or near the place

## **DISCUSSION ITEM 6**

where any items are sold or offered for sale. No items may be offered or sold and no customers served in any traveled portion of a public roadway.

- F. No mobile food vendor shall operate except on private property in the Pilchuck District's Neighborhood Center zone, Neighborhood Civic zone, Business Park land use designation or on public right-of-way or public property adjacent to the First Street travel lanes west of Avenue D. The reference to zoning districts in this section is solely for the purpose of regulation of the location of operations of mobile food vendor licensees under this chapter.
- G. If operating on private property, the property owner shall designate at least two customer parking spaces for the use of the mobile food vendor's customers while the mobile food vendor is operating on such private property.
- H. Maintain all attachments to the vending unit, including but not limited to signs, lights, overhangs, and awnings, in such a manner as to not create a hazard to pedestrians, customers or vehicles.
- I. No use of freestanding awnings, tents, canopies, umbrellas, or other structures or weather protection devices. All such devices shall remain attached to the vending unit. All merchandise, wares, and food shall only be displayed or offered for sale from the vendor's vehicle.
- J. Provide at least one trash receptacle for customer use. All such receptacles shall be screened from the right of way and securely covered, and the contents disposed with in compliance with City regulations.
- K. Comply with all applicable requirements of the Snohomish County Health District and maintain current Snohomish Health District certifications.
- L. Comply with the standards of the State of Washington Department of Labor and Industries for electrical service to the mobile food preparation vehicle and have a valid and current license issued by the Washington State Department of Licensing.

### **5.30.040 License renewal.**

Mobile food vendor licenses shall be valid for one year from the date of issuance. Amendments to the original license application shall require a review fee but shall not change the renewal date.

### **5.30.050 License permit required – application contents.**

- A. No person, firm, or corporation shall operate within the City as a mobile food vendor without a valid business license according to the requirements of Chapter 5.02 SMC and a mobile food vendor license per this chapter. Application for a mobile food vendor license shall be made to the City Clerk, upon forms to be provided by the City Clerk. A mobile food vendor license shall not be issued prior to submittal and approval of all items required in this section and a determination of compliance with all conditions of license approval.

## **DISCUSSION ITEM 6**

- B. A mobile vendor license may be suspended or revoked in writing by the City Manager for any of the following reasons:
  - 1. Any fraud, misrepresentation or false statement contained in the application for a license.
  - 2. Any fraud, misrepresentation or false statement made in connection with the selling of products.
  - 3. Any violation of this chapter.
  - 4. Conviction of the licensee or operator of a felony or of a misdemeanor involving moral turpitude.
  - 5. Conducting a business licensed under this chapter in an unlawful manor or in such a manner as to constitute a breach of the peace or to constitute a menace to the health, safety or general welfare of the public.
- C. The application for a mobile food vendor license shall state the name and address of the applicant and the vehicle license number from which the applicant proposes to conduct business.
- D. Such application shall be accompanied with the license fee as provided for in the current fee resolution, together with a photocopy of a valid motor vehicle operator's license for all operators, proof of automobile liability insurance coverage in an amount acceptable to the risk manager for the City, and evidence of a Washington State Department of Revenue business registration number.
- E. In addition to the foregoing requirements, mobile food vendors shall:
  - 1. Provide documentation that the vending unit has been approved by the State of Washington Department of Labor and Industries.
  - 2. Provide evidence of current State of Washington vehicle registration.
  - 3. Provide documentation of approval by the Snohomish County Health District of the vending unit.
  - 4. Provide a written plan documenting appropriate disposal of wastewater generated by the vending unit.
  - 5. Identify available toilet and hand washing facilities.
  - 6. Provide written permission from the property owner(s) consenting to operation of the business on the owner's property, if operated on private property.
  - 7. Provide a site plan depicting existing site improvements, ingress and egress location(s), the location of the vending unit, and, if on private property, the location of at least two spaces for customer parking.

## **DISCUSSION ITEM 6**

**5.30.060 Conflicting provisions.** In the event any of the provisions of this ordinance conflict with any provision of any other ordinance, the provisions set forth in this ordinance shall supersede.

**5.30.070 Severability.** Should any section, subsection, paragraph, sentence, clause or phrase of this ordinance or its application to any person or situation be declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance or its application to any other person or situation. The City Council of the City of Snohomish hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase or portion thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions be declared invalid or unconstitutional.

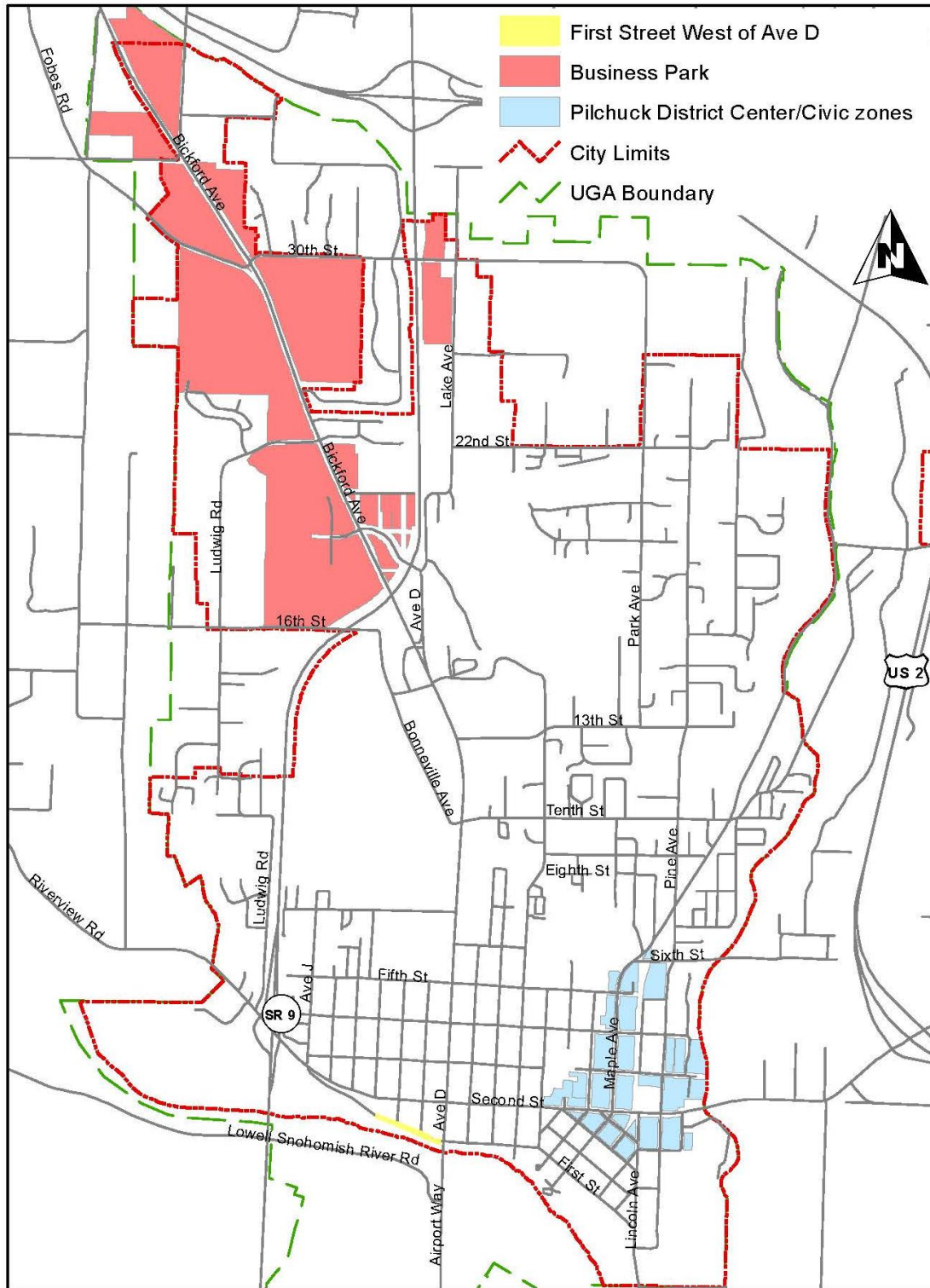
## **DISCUSSION ITEM 6**

### ATTACHMENT B

#### **11.08.130 Parking for Certain Purposes Prohibited.**

- A. No person shall park any vehicle upon any street or alley for the principal purpose of:
1. Displaying of commercial or noncommercial signs;
  2. Displaying such vehicle for sale;
  3. Selling merchandise from such vehicle, except for licensed mobile food vendors meeting the requirements of SMC 5.30.
- B. No person shall park any vehicle upon any roadway for the principal purpose of washing, greasing or repairing such vehicle except repairs necessitated by an emergency. (Ord. 1546, 1985; Ord. 1865, 1998)

ATTACHMENT C



Potential Sites for Mobile Food Vendors



**CONSENT ITEM 7a*****Schedule of Checks for the Checks Issued Since the May 3, 2016 Meeting***

<i>Name</i>	<i>Check #</i>	<i>Invoice #</i>	<i>Check Date</i>	<i>Description</i>	<i>Amount</i>
<b>Bank of New York Mellen</b>					
	58663		5/9/16	Refund check	\$50.00
				Check Total	<b>\$50.00</b>
<b>Guion</b>					
	58664		5/9/16	Refund check	\$19.22
	58664		5/9/16	Refund check	\$2.35
	58664		5/9/16	Refund check	\$43.90
				Check Total	<b>\$65.47</b>
<b>Borden</b>					
	58665		5/9/16	Refund check	\$209.02
				Check Total	<b>\$209.02</b>
<b>Wallace</b>					
	58666		5/9/16	Refund check	\$227.08
				Check Total	<b>\$227.08</b>
<b>RM Homes, LLC</b>					
	58667		5/9/16	Refund check	\$6.39
	58667		5/9/16	Refund check	\$69.37
	58667		5/9/16	Refund check	\$89.74
				Check Total	<b>\$165.50</b>
<b>RM Homes, LLC</b>					
	58668		5/9/16	Refund check	\$4.50
	58668		5/9/16	Refund check	\$48.93
	58668		5/9/16	Refund check	\$54.45
				Check Total	<b>\$107.88</b>
				Batch Total	<b>\$824.95</b>
<b>Corix Water Products Inc</b>					
	58669	042816	5/11/16	Business License Overpayment	\$250.00
				Check Total	<b>\$250.00</b>
<b>NW Quality Remodel and Deck LLC</b>					
	58670	042816	5/11/16	Business License Overpayment	\$100.00
				Check Total	<b>\$100.00</b>
<b>Snohomish County Treasurer</b>					
	58671	CrimevictimsEDC	5/11/16	State Pass Thru April 2016	\$64.56
				Check Total	<b>\$64.56</b>
<b>Washington State Department of Licensing</b>					
	58672	SNP000089	5/11/16	Original CPL Anderson	\$18.00
	58672	SNP000090	5/11/16	Renewal CPL Schlosser	\$18.00
	58672	SNP000091	5/11/16	Original CPL Peel	\$18.00
	58672	SNP000092	5/11/16	Original CPL Brady	\$18.00
	58672	SNP000093	5/11/16	Original CPL Norgaard	\$18.00
				Check Total	<b>\$90.00</b>
<b>Washington State Treasurer</b>					
	58673	EDCSTGEN40	5/11/16	State Pass Thru April 2016	\$1,301.31
	58673	EDCSTGEN50	5/11/16	State Pass Thru April 2016	\$724.22
	58673	EDCSTGEN54	5/11/16	State Pass Thru April 2016	\$100.39
	58673	EDCHWYSAFETY	5/11/16	State Pass Thru April 2016	\$8.25
	58673	EDCBREATHLAB	5/11/16	State Pass Thru April 2016	\$1.80
	58673	EDCDEATHINV	5/11/16	State Pass Thru April 2016	\$5.19
	58673	EDCJISACCT	5/11/16	State Pass Thru April 2016	\$212.31
	58673	EDCTRAUMACARE	5/11/16	State Pass Thru April 2016	\$50.27
	58673	EDCAUTOTHEFT	5/11/16	State Pass Thru April 2016	\$100.19
	58673	EDCTRAUMABRAIN	5/11/16	State Pass Thru April 2016	\$20.96
	58673	WSPHIWAYS SAFE	5/11/16	State Pass Thru April 2016	\$29.60
	58673	BLDGSVCCHG	5/11/16	State Pass Thru April 2016	\$67.50
				Check Total	<b>\$2,621.99</b>

**CONSENT ITEM 7a*****Schedule of Checks for the Checks Issued Since the May 3, 2016 Meeting***

<i>Name</i>	<i>Check #</i>	<i>Invoice #</i>	<i>Check Date</i>	<i>Description</i>	<i>Amount</i>
					Batch Total <b>\$3,126.55</b>
<b>Allied Waste of Lynnwood</b>					
	58674	April 2016	5/11/16	Recycling Services April 2016	\$47,273.50
	58674	April 2016	5/11/16	Solid Waste Services April 2016	\$103,990.00
	58674	April 2016	5/11/16	Solid Waste Tax April 2016	\$-625.60
					Check Total <b>\$150,637.90</b>
<b>Bickford Motors</b>					
	58675	1093366	5/11/16	Axle seal assy EP123	\$51.55
					Check Total <b>\$51.55</b>
<b>Bills Blueprint Inc.</b>					
	58676	530217	5/11/16	Res 2 PRV Planset	\$189.07
					Check Total <b>\$189.07</b>
<b>Bio Clean, Inc.</b>					
	58677	7028	5/11/16	Cleaning of veh #30 Deputy Twedt	\$310.94
					Check Total <b>\$310.94</b>
<b>Builders Exchange of Washington</b>					
	58678	1050101	5/11/16	ATS Replacement Project Bid Ad/Hosting	\$45.00
					Check Total <b>\$45.00</b>
<b>Carpediem Sales &amp; Marketing</b>					
	58679	110447	5/11/16	public works hats	\$131.25
	58679	110447	5/11/16	public works hats	\$131.25
	58679	110447	5/11/16	public works hats	\$131.25
	58679	110447	5/11/16	public works hats	\$131.25
					Check Total <b>\$525.00</b>
<b>Cascade Fence Co</b>					
	58680	12850	5/11/16	fence repair at city pit	\$300.02
					Check Total <b>\$300.02</b>
<b>CDW G</b>					
	58681	CTF2135	5/11/16	Monitors	\$413.93
					Check Total <b>\$413.93</b>
<b>Central Welding Supply Inc.</b>					
	58682	RN04161020	5/11/16	acetylene	\$13.92
					Check Total <b>\$13.92</b>
<b>Chemsearch</b>					
	58683	2288448	5/11/16	rainbow bugs	\$141.84
					Check Total <b>\$141.84</b>
<b>CivicPlus</b>					
	58684	19457	5/11/16	Website Update	\$2,182.00
					Check Total <b>\$2,182.00</b>
<b>City of Everett</b>					
	58685	I16000857	5/11/16	Animal Shelter fees March 2016	\$555.00
					Check Total <b>\$555.00</b>
<b>City of Everett Finance</b>					
	58686	I16000799	5/11/16	Laboratory Analysis	\$178.20
					Check Total <b>\$178.20</b>
<b>Comcast</b>					
	58687	482016-5/16	5/11/16	Manager Share City Hall Internet	\$17.89
	58687	482016-5/16	5/11/16	Human Resources Share City Hall Internet	\$17.85
	58687	482016-5/16	5/11/16	Clerk Share City Hall Internet	\$17.85
	58687	482016-5/16	5/11/16	Inspection Share City Hall Internet	\$17.85
	58687	482016-5/16	5/11/16	Economic Dev Share City Hall Internet	\$17.85
	58687	482016-5/16	5/11/16	Planning Share City Hall Internet	\$17.85
	58687	482016-5/16	5/11/16	Finance Share City Hall Internet	\$17.85
	58687	482016-5/16	5/11/16	IS Share City Hall Internet	\$17.87

**CONSENT ITEM 7a*****Schedule of Checks******for the Checks Issued Since the May 3, 2016 Meeting***

<i>Name</i>	<i>Check #</i>	<i>Invoice #</i>	<i>Check Date</i>	<i>Description</i>	<i>Amount</i>
	58687	482016-5/16	5/11/16	Engineering Share City Hall Internet	\$17.85
	58687	475077-5/16	5/11/16	Skate Park Video	\$111.39
	58687	892709-5/16	5/11/16	Water Share Shop Internet	\$20.15
	58687	892709-5/16	5/11/16	Storm Share Shop Internet	\$20.14
	58687	892709-5/16	5/11/16	Wastewater Share Shop Internet	\$20.14
	58687	892709-5/16	5/11/16	Streets Share Shop Internet	\$20.14
	58687	892709-5/16	5/11/16	Parks Share Shop Internet	\$10.06
	58687	892709-5/16	5/11/16	Fleet & Facilities Share Shop Internet	\$30.19
				Check Total	<b>\$392.92</b>
<b>Ewing R Taylor</b>					
	58688	2016123	5/11/16	Police Incident Reporting Software renew	\$1,000.00
				Check Total	<b>\$1,000.00</b>
<b>DataQuest</b>					
	58689	CISNOH-20160430	5/11/16	Preemployment Screenings	\$103.00
				Check Total	<b>\$103.00</b>
<b>Department of Commerce</b>					
	58690	PWTF-257661	5/11/16	Cemetery Creek Trunk Sewer, Principal	\$55,098.69
	58690	PWTF-257661	5/11/16	Cemetery Creek Trunk Sewer, Interest	\$1,928.45
	58690	PWTF-256816	5/11/16	Cemetery Creek Trunk Sewer, Principal	\$361,921.80
	58690	PWTF-256816	5/11/16	Cemetery Creek Trunk Sewer, Interest	\$16,286.48
	58690	PWTF-259433	5/11/16	Phase I CSO Improvements, Principal	\$104,385.96
	58690	PWTF-259433	5/11/16	Phase I CSO Improvements, Interest	\$6,785.09
	58690	PWTF-255226	5/11/16	WWTP Upgrade, Principal	\$120,312.50
	58690	PWTF-255226	5/11/16	WWTP Upgrade, Interest	\$7,820.31
	58690	PWTF-256542	5/11/16	Cemetery Creek Trunk Sewer, Principal	\$73,684.21
	58690	PWTF-256542	5/11/16	Cemetery Creek Trunk Sewer, Interest	\$4,421.05
				Check Total	<b>\$752,644.54</b>
<b>Dsan Corporation</b>					
	58691	938280	5/11/16	Council Meeting Timer	\$1,137.54
				Check Total	<b>\$1,137.54</b>
<b>Eco 3</b>					
	58692	2999	5/11/16	CESCL Training PW Staff	\$525.00
	58692	3000	5/11/16	CESCL Training PW Staff	\$600.00
				Check Total	<b>\$1,125.00</b>
<b>Elite Lock And Safe</b>					
	58693	33579	5/11/16	key - Ludwig House	\$461.49
	58693	33652	5/11/16	new locks for Shop	\$1,053.78
				Check Total	<b>\$1,515.27</b>
<b>Everett Steel</b>					
	58694	131750	5/11/16	grading bar	\$184.02
				Check Total	<b>\$184.02</b>
<b>Frontier</b>					
	58695	1214935-4/16	5/11/16	Fleet & Facilities Share Shop Fax	\$28.10
	58695	1214935-4/16	5/11/16	Water Share Shop Fax	\$14.05
	58695	1214935-4/16	5/11/16	Storm Share Shop Fax	\$14.05
	58695	1214935-4/16	5/11/16	Street Share Shop fax	\$14.05
	58695	1214935-4/16	5/11/16	Parks Share Shop fax	\$14.04
	58695	413125-4/16	5/11/16	WWTP DSL	\$85.31
	58695	227125-4/16	5/11/16	CSO Alarm Dialer	\$63.16
				Check Total	<b>\$232.76</b>
<b>Government Finance Officers Association</b>					
	58696	0133006	5/11/16	Membership Renewal - Olson & Bruland	\$320.00
				Check Total	<b>\$320.00</b>
<b>Girard Resources &amp; Recycling, LLC</b>					
	58697	33473	5/11/16	bark	\$84.94

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	58697	33641	5/11/16	bark	\$113.26
				Check Total	<b>\$198.20</b>
<b>Gray &amp; Osborne, Inc.</b>					
	58698	2	5/11/16	Storm NPDES Permit Assistance 14-22	\$852.78
	58698	6	5/11/16	Sewer APP Phase I PSA 15-29	\$1,145.70
				Check Total	<b>\$1,998.48</b>
<b>Grainger Inc.</b>					
	58699	9089968300	5/11/16	CSO emergency supplies	\$235.03
	58699	9090254211	5/11/16	CSO emergency supplies	\$140.46
	58699	9090254211	5/11/16	CSO emergency supplies	\$140.46
	58699	9090254211	5/11/16	CSO emergency supplies	\$140.47
	58699	9090254211	5/11/16	CSO emergency supplies	\$140.47
				Check Total	<b>\$796.89</b>
<b>Hach Chemical</b>					
	58700	9888421	5/11/16	lab supplies	\$406.31
				Check Total	<b>\$406.31</b>
<b>Harvey Properties</b>					
	58701	DBA16-4759	5/11/16	Tree Work at Shop	\$2,673.00
				Check Total	<b>\$2,673.00</b>
<b>H.B. Jaeger</b>					
	58702	171211/1	5/11/16	catch basin riser	\$87.69
				Check Total	<b>\$87.69</b>
<b>H. D. Fowler Company</b>					
	58703	I4191163	5/11/16	misc brass	\$301.33
				Check Total	<b>\$301.33</b>
<b>Home Depot - Parks</b>					
	58704	8181312	5/11/16	plants for Carnegie	\$124.13
				Check Total	<b>\$124.13</b>
<b>Home Depot - Shop</b>					
	58705	4010596	5/11/16	coupling EP100	\$3.97
				Check Total	<b>\$3.97</b>
<b>Home Depot - Streets</b>					
	58706	6582200	5/11/16	shovel and sledge hammer	\$69.73
	58706	5591641	5/11/16	tools for excavator	\$24.48
				Check Total	<b>\$94.21</b>
<b>Home Depot - Storm</b>					
	58707	5591655	5/11/16	misc small tools	\$73.18
	58707	5582271	5/11/16	misc small tools	\$56.84
	58707	2012484	5/11/16	recip blades, misc	\$66.48
	58707	6013294	5/11/16	storm vault safety	\$101.29
	58707	3012294	5/11/16	monitor batteries	\$22.87
	58707	11237	5/11/16	cement	\$121.52
				Check Total	<b>\$442.18</b>
<b>Interstate Auto Parts</b>					
	58708	906-60662	5/11/16	brake parts cleaner	\$45.70
				Check Total	<b>\$45.70</b>
<b>Integra Telecom</b>					
	58709	13825969	5/11/16	Water Department Share Shop Phones	\$52.94
	58709	13825969	5/11/16	Street Dept. Share Shop Phone	\$52.94
	58709	13825969	5/11/16	Parks Share Shop Phones	\$26.45
	58709	13825969	5/11/16	Fleet & Facilities Share Shop Phone	\$79.36
	58709	13825969	5/11/16	Collections Share Shop Phone	\$52.94
	58709	13825969	5/11/16	Storm Share Shop Phone	\$52.94
	58709	13826056	5/11/16	Waste Water Treatment Plant Phone	\$189.25
	58709	13825139	5/11/16	City Hall Digital Phone	\$68.37

**CONSENT ITEM 7a*****Schedule of Checks******for the Checks Issued Since the May 3, 2016 Meeting***

<i>Name</i>	<i>Check #</i>	<i>Invoice #</i>	<i>Check Date</i>	<i>Description</i>	<i>Amount</i>
	58709	13825823	5/11/16	Water Treatment Plant Phones	\$177.51
				Check Total	<b>\$752.70</b>
<b>Jones Chemicals Inc</b>					
	58710	687061	5/11/16	cylinder return	\$-1,599.92
	58710	687017	5/11/16	CI2 and SO2 Gas	\$5,333.15
				Check Total	<b>\$3,733.23</b>
<b>J Thayer Company</b>					
	58711	1041941-0	5/11/16	paper	\$348.58
				Check Total	<b>\$348.58</b>
<b>McDaniel Do It Center - Parks</b>					
	58712	K71946	5/11/16	fasteners for picnic tables	\$14.16
	58712	471880	5/11/16	small tools	\$30.54
	58712	471404	5/11/16	hole saw	\$16.35
	58712	K71963	5/11/16	keys	\$26.09
	58712	471495	5/11/16	Ludwig garage	\$43.63
	58712	K71537	5/11/16	fasteners EP100	\$2.40
				Check Total	<b>\$133.17</b>
<b>McDaniel Do It Center - Storm</b>					
	58713	472071	5/11/16	bolt	\$3.53
	58713	471649	5/11/16	trimmer line	\$19.63
	58713	472083	5/11/16	lubricant	\$16.12
				Check Total	<b>\$39.28</b>
<b>McDaniel Do It Center-SS</b>					
	58714	471874	5/11/16	fasteners EP100	\$6.90
	58714	471901	5/11/16	fasteners EP100	\$5.19
				Check Total	<b>\$12.09</b>
<b>McDaniel Do It Center- Streets</b>					
	58715	K71434	5/11/16	drill bit for shop	\$53.45
	58715	471793	5/11/16	office supplies	\$16.86
				Check Total	<b>\$70.31</b>
<b>McDaniel's Do It Center Wastewater</b>					
	58716	471514	5/11/16	bolts	\$11.74
	58716	471726	5/11/16	conduit	\$9.81
				Check Total	<b>\$21.55</b>
<b>Norton Arnold &amp; Company</b>					
	58717	29703	5/11/16	facilitation services OGC	\$1,755.00
				Check Total	<b>\$1,755.00</b>
<b>North Sound Hose &amp; Fitting Inc</b>					
	58718	73012	5/11/16	Lagoon SFF Upgrade	\$22,965.28
				Check Total	<b>\$22,965.28</b>
<b>Northwest Cascade Inc</b>					
	58719	2-1647366	5/11/16	sani can rental-water res	\$91.50
				Check Total	<b>\$91.50</b>
<b>NW Instrument Services</b>					
	58720	13090	5/11/16	scale calibrated	\$125.12
				Check Total	<b>\$125.12</b>
<b>NW Playground Equip Inc</b>					
	58721	39452	5/11/16	Parks tables and garbage cans	\$6,260.68
	58721	39453	5/11/16	can lids and cable kits	\$150.73
				Check Total	<b>\$6,411.41</b>
<b>Owen Equipment Company</b>					
	58722	79609	5/11/16	plug, ball valve EP100	\$199.24
				Check Total	<b>\$199.24</b>
<b>The Greg Prothman Company</b>					
	58723	2016-5360	5/11/16	Interim Planning Director Services	\$6,867.07

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<i>Name</i>	<i>Check #</i>	<i>Invoice #</i>	<i>Check Date</i>	<i>Description</i>	<i>Amount</i>
					Check Total
					<b>\$6,867.07</b>
<b>River City Land Services</b>					
	58724	1838	5/11/16	CSO Elevation Survey	\$870.00
					Check Total
					<b>\$870.00</b>
<b>Snohomish County Department of Emergency</b>					
	58725	1000408341	5/11/16	DEM Emergency Svcs 1st/2nd Qtr 2016	\$5,404.50
					Check Total
					<b>\$5,404.50</b>
<b>Snohomish County Public Defender Association</b>					
	58726	1501	5/11/16	Indigent Defense Services	\$9,205.61
					Check Total
					<b>\$9,205.61</b>
<b>Snohomish County Pud #1</b>					
	58727	130981375	5/11/16	#1000141397, 2015 2nd, S Meter	\$3,363.87
	58727	150700872	5/11/16	#1000482443, 505 Rainier st, L/S	\$396.81
	58727	117737326	5/11/16	#1000463019, 1801 Lakemount, Casino L/S	\$106.26
	58727	150701154	5/11/16	#1000542988, 50 Lincoln, L/S	\$60.84
	58727	117737140	5/11/16	#1000575906, 400 Rainbow, L/S	\$57.70
	58727	114424317	5/11/16	#1000539970, 1608 Park, Hill Park L/S	\$59.89
	58727	114420104	5/11/16	#1000275828, 1110 Ferguson, L/S	\$90.55
	58727	111108982	5/11/16	#1000439204, 40 Maple, Cady Park L/S	\$37.39
	58727	114424472	5/11/16	#1000395660, 617 18th, Champ L/S	\$93.11
	58727	107794713	5/11/16	#1000385243, 1329 Bonneville, L/S	\$21.42
	58727	111103891	5/11/16	#1000508263, 24021 24th, WTP-dam	\$20.86
	58727	157145109	5/11/16	#1000545615, 1610 Park, Hill Park	\$14.05
	58727	107790894	5/11/16	#1000125224, 101 Cedar, Carnegie Bldg	\$1,032.44
	58727	150697370	5/11/16	#1000368128, 700 Ave D, Street Lighting	\$22.94
	58727	124366565	5/11/16	#1000201937, 1103 Maple, House	\$24.24
	58727	114423285	5/11/16	#1000125213, 169 Cypress, Pilchuck Park	\$352.79
	58727	147408478	5/11/16	1330 Ferguson Park Rd, Street Lighting	\$8.02
	58727	134280454	5/11/16	#1000535766, 1610 Park Ave, Hill Park	\$27.22
	58727	150697232	5/11/16	#1000578758, 1501 Ave D, Street Lighting	\$65.88
	58727	111103904	5/11/16	#1000370579, 1301 Ave D, Street Lighting	\$19.72
	58727	160349156	5/11/16	#1000571566, 501 2nd, Traffic Light	\$67.26
	58727	134279750	5/11/16	#1000566359, 811 1st, Street Lighting	\$15.17
	58727	150699615	5/11/16	#1000483278, 1001 Ave D, Traffic Signal	\$54.23
	58727	107796768	5/11/16	#1000380098, 1109 13th, Street Lighting	\$19.33
					Check Total
					<b>\$6,031.99</b>
<b>Snohomish County Sheriff's Office Corrections</b>					
	58728	2016-3087	5/11/16	Jail Inmate Medical fees Feb 2016	\$311.50
					Check Total
					<b>\$311.50</b>
<b>Snohomish County Corrections</b>					
	58729	2016-3107	5/11/16	Jail Service fees March 2016	\$13,499.19
					Check Total
					<b>\$13,499.19</b>
<b>Shred-It USA, Inc</b>					
	58730	9410346880	5/11/16	Document Destruction fee April 2016	\$60.39
					Check Total
					<b>\$60.39</b>
<b>Smarsh, Inc</b>					
	58731	153634	5/11/16	Archiving Platform - social media	\$100.00
					Check Total
					<b>\$100.00</b>
<b>Snohomish Auto Parts</b>					
	58732	450468	5/11/16	hardware EP77	\$0.55
	58732	448900	5/11/16	copper coat EP126	\$9.18
	58732	450826	5/11/16	bulbs EP126	\$4.12
	58732	450827	5/11/16	light EP126	\$4.12
	58732	449453	5/11/16	alternator EP44	\$152.58
	58732	443517	5/11/16	filters, blades EP156	\$75.30

**CONSENT ITEM 7a*****Schedule of Checks******for the Checks Issued Since the May 3, 2016 Meeting***

<i>Name</i>	<i>Check #</i>	<i>Invoice #</i>	<i>Check Date</i>	<i>Description</i>	<i>Amount</i>
	58732	448911	5/11/16	lube parts EP225	\$63.15
	58732	448158	5/11/16	plug extractor	\$98.34
	58732	448322	5/11/16	repair parts EP126	\$14.71
				Check Total	<b>\$422.05</b>
<b>Snohomish Co-Op</b>					
	58733	262177	5/11/16	dyed fuel	\$35.94
	58733	262194	5/11/16	unleaded fuel	\$74.90
	58733	261941	5/11/16	unleaded fuel	\$16.88
	58733	262475	5/11/16	unleaded fuel	\$63.00
	58733	261906	5/11/16	dyed fuel	\$147.68
	58733	261457	5/11/16	dyed fuel	\$13.85
	58733	262650	5/11/16	dyed fuel EP119	\$107.26
	58733	261856	5/11/16	diesel EP100	\$61.92
	58733	261441	5/11/16	unleaded EP178	\$29.73
	58733	262197	5/11/16	forklift propane	\$21.68
	58733	262785	5/11/16	unleaded EP178	\$26.70
				Check Total	<b>\$599.54</b>
<b>Snopac</b>					
	58734	8234	5/11/16	Dispatch Services	\$11,723.71
				Check Total	<b>\$11,723.71</b>
<b>Sound Equipment Rental and Sales</b>					
	58735	11479	5/11/16	roller rental	\$177.28
	58735	11479	5/11/16	roller rental	\$177.29
	58735	11479	5/11/16	roller rental	\$177.29
	58735	11479	5/11/16	roller rental	\$177.29
				Check Total	<b>\$709.15</b>
<b>Sound Safety Products Co.</b>					
	58736	58115/1	5/11/16	boots	\$173.46
				Check Total	<b>\$173.46</b>
<b>Terminix</b>					
	58737	354137279	5/11/16	pest control	\$94.74
				Check Total	<b>\$94.74</b>
<b>Transpo Group</b>					
	58738	18753	5/11/16	2015 Transportation Master Plan	\$3,177.53
				Check Total	<b>\$3,177.53</b>
<b>UPS Store</b>					
	58739	29043	5/11/16	shipping return light	\$32.16
	58739	29099	5/11/16	video postage	\$9.08
				Check Total	<b>\$41.24</b>
<b>Usa Bluebook Inc</b>					
	58740	926431	5/11/16	lab supplies	\$141.32
	58740	927680	5/11/16	lab supplies	\$224.09
				Check Total	<b>\$365.41</b>
<b>US Bank CPS</b>					
	58741	00935601	5/11/16	Digital Certificate remote email access	\$299.00
	58741	6065217	5/11/16	Carnegie Tables	\$130.85
	58741	146656	5/11/16	sharpening of tapping bits	\$40.52
	58741	068858	5/11/16	wellness event	\$84.55
	58741	16788	5/11/16	crew water - heat	\$14.97
	58741	7329001	5/11/16	SDS Binder	\$22.88
	58741	3026638	5/11/16	gloves	\$79.80
	58741	2078	5/11/16	cutting edge EP75	\$217.74
	58741	041916	5/11/16	MRSC Workshop - Jennifer Olson	\$40.00
	58741	39899	5/11/16	MAG Meeting	\$21.99
	58741	9546639	5/11/16	external hard drive for EOC server	\$354.56

**CONSENT ITEM 7a*****Schedule of Checks for the Checks Issued Since the May 3, 2016 Meeting***

<i>Name</i>	<i>Check #</i>	<i>Invoice #</i>	<i>Check Date</i>	<i>Description</i>	<i>Amount</i>
	58741	1038606031	5/11/16	spare head phones	\$110.20
	58741	9958601	5/11/16	scansnap receipt scanners	\$821.18
	58741	14095494	5/11/16	DVI cables	\$87.27
	58741	9961847	5/11/16	tv mount hardware	\$94.90
	58741	8693014	5/11/16	extended warranty for scansnap scanners	\$76.32
	58741	17767858	5/11/16	CMC PD IV Academy	\$925.00
	58741	084-560	5/11/16	Parking for Forterra Mtg	\$12.00
	58741	042116	5/11/16	SCC Meeting	\$35.00
	58741	867646265	5/11/16	CDL Physical	\$150.00
	58741	100309039780	5/11/16	Refund EASC Meeting	\$-110.00
	58741	17767858	5/11/16	CMC PD IV Academy	\$-50.00
	58741	4422652	5/11/16	cso emergency supplies	\$307.15
	58741	5703	5/11/16	Centennial Trail seed	\$269.91
	58741	481948	5/11/16	Council Work Session Dinner	\$99.55
	58741	125434	5/11/16	Council Work Session Water	\$6.58
					Check Total
					<b>\$4,141.92</b>
<b>U.S. Bank N.A - Custody</b>					
	58742	April 2016	5/11/16	Monthly Maintenance Fee	\$26.00
					Check Total
					<b>\$26.00</b>
<b>U.S. Postmaster</b>					
	58743	042216-042816	5/11/16	Council Postage	\$8.58
	58743	042216-042816	5/11/16	City Manager Postage	\$0.47
	58743	042216-042816	5/11/16	Clerk Postage	\$4.84
	58743	042216-042816	5/11/16	Finance Postage	\$6.72
	58743	042216-042816	5/11/16	Police Postage	\$2.33
	58743	042216-042816	5/11/16	Planning Postage	\$2.24
	58743	042216-042816	5/11/16	Engineering Postage	\$1.15
	58743	042216-042816	5/11/16	Water Postage	\$132.99
	58743	042216-042816	5/11/16	Sewer Postage	\$133.43
	58743	042916-050516	5/11/16	Council Postage	\$2.79
	58743	042916-050516	5/11/16	City Manager Postage	\$0.47
	58743	042916-050516	5/11/16	Clerk Postage	\$40.43
	58743	042916-050516	5/11/16	Finance Postage	\$38.60
	58743	042916-050516	5/11/16	Police Postage	\$8.55
	58743	042916-050516	5/11/16	Planning Postage	\$15.90
	58743	042916-050516	5/11/16	Parks Postage	\$2.70
	58743	042916-050516	5/11/16	Water Postage	\$8.84
					Check Total
					<b>\$411.03</b>
<b>Weed, Graafstra &amp; Associates, Inc. P.S.</b>					
	58744	184	5/11/16	Litigation	\$234.00
	58744	207	5/11/16	Legal Services	\$974.50
	58744	207	5/11/16	Legal Services	\$1,359.75
	58744	207	5/11/16	Legal Services	\$262.50
	58744	207	5/11/16	Legal Services	\$105.00
	58744	207	5/11/16	Legal Services	\$194.25
	58744	207	5/11/16	Legal Services	\$18,621.00
					Check Total
					<b>\$21,751.00</b>
<b>Western Facilities Supply Inc</b>					
	58745	005292	5/11/16	Restroom Paper	\$3,313.94
					Check Total
					<b>\$3,313.94</b>
<b>Whitney Equipment Company, Inc</b>					
	58746	80736	5/11/16	filter pump	\$9,635.45
					Check Total
					<b>\$9,635.45</b>
<b>Whistle Workwear</b>					
	58747	295425	5/11/16	work boots	\$167.01



**CONSENT ITEM 7a*****Schedule of Checks******for the Checks Issued Since the May 3, 2016 Meeting***

<i>Name</i>	<i>Check #</i>	<i>Invoice #</i>	<i>Check Date</i>	<i>Description</i>	<i>Amount</i>
	58747	296392	5/11/16	CSO emergency supplies	\$58.93
	58747	296392	5/11/16	CSO emergency supplies	\$58.93
	58747	296392	5/11/16	CSO emergency supplies	\$58.92
	58747	296392	5/11/16	CSO emergency supplies	\$58.92
	58747	296392	5/11/16	CSO emergency supplies	\$58.92
Check Total					<b>\$461.63</b>
<b>Xerox Corporation</b>					
	58748	084488233	5/11/16	#WTP-003709, 032116-042116	\$22.19
	58748	084488232	5/11/16	#GNX-212028, 032516-042216	\$41.45
	58748	084488227	5/11/16	#GNX-216657, 032516-042216	\$77.94
	58748	084488230	5/11/16	#XL1-395908, 032116-042116	\$32.14
	58748	084488229	5/11/16	#MX4-332344, 032116-042116	\$595.90
Check Total					<b>\$769.62</b>
Batch Total					<b>\$1,058,197.64</b>
Total All Batches					<b>\$1,062,149.14</b>

I hereby certify that the goods and services charged on the vouchers listed below have been furnished to the best of my knowledge. I further certify that the claims below to be valid and correct.

\_\_\_\_\_  
City Treasurer

WE, the undersigned council members of the City of Snohomish, Washington, do hereby certify that the claim warrants #58663 through #58748 in the total of \$1,062,149.14 through May 11, 2016 are approved for payment on May 17, 2016.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Councilmember

\_\_\_\_\_  
Councilmember

\_\_\_\_\_  
Councilmember

**CONSENT ITEM 7a*****Schedule of Checks for the Checks Issued Since the May 3, 2016 Meeting***

<i>Name</i>	<i>Check #</i>	<i>Invoice #</i>	<i>Check Date</i>	<i>Description</i>	<i>Amount</i>
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## **CONSENT ITEM 7b**

**Date:** May 17, 2016  
**To:** City Council  
**From:** Yoshihiro Monzaki, City Engineer  
**Subject:** **Blackmans Lake Outlet Improvement Project  
Woodlake Manor Easement**

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The purpose of this agenda item is to authorize the execution of an easement agreement between the City and Mercy Properties Washington III, LLC, owner of Woodlake Manor Apartments, for the purpose of constructing and maintaining an overflow channel as part of the Blackmans Lake Outlet Improvement Project.

The purpose of the Blackmans Lake Outlet Improvement Project is to reduce the flooding problems that occur in the area adjacent to the lake. This project consists of replacing the four existing culverts at Ferguson Park Road, constructing a berm, overflow channel and a gravel path/maintenance access along Avenue A, removing sediment and debris from the existing outlet channel (Swifty Creek) from the Woodlake Manor Apartment driveway to Smithson Place, and critical area mitigation plantings. Constructing the overflow channel and removing sediment and debris from the existing outlet channel will increase the capacity of this flow conveyance system.

The overflow channel will be constructed on the west side of Avenue A which is the same side as Swifty Creek. The right-of-way width is 60-feet for this section of Avenue A. The western right-of-way boundary for Avenue A is approximately 24-feet from the west edge of the paved road. The gravel path/maintenance access will be ten feet wide and the overflow channel width at the top of bank varies from approximately 24 to 27 feet. These will be constructed adjacent to the west edge of the paved road. The overflow channel will encroach on to the Woodlake Manor Apartments property. The requested 30-foot wide easement will allow the overflow channel to be constructed on the Woodlake Manor Apartments property and provide future access for maintenance. Construction of this project is scheduled for summer 2016.

**STRATEGIC PLAN REFERENCE:** Initiative #5: Become more environmentally sustainable.  
A. Continue to invest in eco-friendly infrastructure through the City's Capital Improvement Program, focusing on stormwater infrastructure and investments in City facilities.

**RECOMMENDATION:** That the City Council **AUTHORIZE** the City Manager to sign and execute an easement agreement with Mercy Properties Washington III, LLC for the purpose of constructing and maintaining an overflow channel as part of the Blackmans Lake Outlet Improvement Project.

### **ATTACHMENTS:**

- A. Mercy Properties Washington III, LLC Easement Agreement
- B. Project Map

**CONSENT ITEM 7b**

ATTACHMENT A

**AFTER RECORDING RETURN TO:**

City of Snohomish  
116 Union Avenue  
Snohomish, WA. 98290  
Attention: Pat Adams, City Clerk

**DOCUMENT:**           **Easement**

**GRANTOR:**           MERCY PROPERTIES WASHINGTON III LLC, a Washington limited liability company

**GRANTEE:**           CITY OF SNOHOMISH, a municipal corporation of the State of Washington

**LEGAL DESCRIPTION:**   A portion of SW ¼, NW ¼, Section 7, Township 28 North, Range 6 East, W.M., Snohomish County, Washington

**ASSOCIATED DOCUMENT:**   None

**TAX PARCEL NUMBERS:**   28060700206100  
                                      28060700206101

**CONSENT ITEM 7b**

**EASEMENT**

THIS INDENTURE is made between **MERCY PROPERTIES WASHINGTON III LLC**, a Washington limited liability company, hereinafter referred to as "Grantor" and the **CITY OF SNOHOMISH**, a municipal corporation of the State of Washington, hereinafter referred to as "Grantee".

**WITNESSETH:**

Grantor is the owner of real property located in Snohomish County, State of Washington, hereinafter referred to as **Parcel A**, legally described as follows:

All that portion of Government Lots 3 and 4, Section 7, Township 28 North, Range 6 East W.M., described as follows:

Beginning at the Southeast corner of said Government Lot 3;  
Thence West 60 feet;  
Thence South 165 feet;  
Thence West parallel to the South line of Lot 3 a distance of 415 feet;  
Thence North parallel to the East line of Government Lot 3 a distance of 255 feet to the Point of Beginning of this description;  
Thence continue North parallel to the East line of Government Lot 3 a distance of 110 feet;  
Thence North 89°56'19" West a distance of 50 feet;  
Thence North 290 feet;  
Thence East 465 feet to a point 60 feet West of the East line of Government Lot 3;  
Thence South 338.41 feet more or less to the Northeast corner of a tract of land conveyed to Jehovah's Witnesses by deed recorded under Auditor's file number 2355780;  
Thence North 89°56'19" West 150 feet to the Northwest corner of Jehovah's Witnesses tract;  
Thence South along the West line of said Jehovah's Witness tract to a point 255 feet North of the Southwest corner of said Jehovah's Witnesses tract;  
Thence West parallel to the West line of Government Lot 3 a distance of 265 feet to the Point of Beginning.

Situate in the County of Snohomish, State of Washington.

Assessor's Property Tax Parcel Numbers 28060700206100 and 28060700206101

FOR AND IN CONSIDERATION of the mutual benefits to be derived by the parties, Grantor conveys and grants to Grantee, its successors and assigns and its contractors, agents, permittees and licensees, a perpetual, nonexclusive easement for utilities, and the right to construct, install, alter, modify, update, improve, operate, maintain, repair, reconstruct, renew, relocate, patrol and remove, an overflow and storm water drainage channel and appurtenances for Blackman's Lake, together with the right to trim or remove trees, vegetation and landscape plants as required for said purposes and for the continuing efficient operation of the overflow and storm water drainage channel and the right to make such plantings as Grantee, in its sole discretion, may deem suitable, together with the right of ingress and egress for said purposes, over, under, through, across, in, upon and above the following real property, to wit:

**CONSENT ITEM 7b**

The Easterly 30 feet the above described **Parcel A**, hereinafter the “Easement Area”. and together the right to bring heavy equipment onto the Easement Area for said purposes.

This easement is graphically depicted on **Exhibit A**, attached hereto and made part of this agreement.

Grantor shall make no use of the Easement Area that is inconsistent with the rights conveyed to Grantee hereunder or the purposes of this easement.

The Grantor covenants to and with the Grantee that Grantor is lawfully seized and possessed of the land aforesaid; has a good and lawful right and power to sell and convey same; and that Grantor will forever warrant and defend the title to said easement and the quiet possession thereof against the lawful claims and demands of all persons whomsoever. This conveyance shall be a covenant running with the land, and shall be binding on the Grantor and its heirs, successors and assigns forever.

The parties signing below represent and warrant that they have the requisite authority to bind the entities on whose behalf they are signing.

IN WITNESS WHEREOF, this easement is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2016

MERCY PROPERTIES WASHINGTON III LLC,  
a Washington limited liability company

By: Mercy Housing, Inc.,  
a Nebraska nonprofit corporation

Its: Member

By: \_\_\_\_\_  
Bill Rumpf, Vice President

**CONSENT ITEM 7b**

STATE OF WASHINGTON     )  
  )SS  
COUNTY OF KING         )

I certify that I know or have satisfactory evidence that Bill Rumpf is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Vice President of Mercy Housing, Inc., a Nebraska nonprofit corporation, a member of MERCY PROPERTIES WASHINGTON III LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
\_\_\_\_\_  
(Legibly print name of notary)  
NOTARY PUBLIC in and for the State of  
Washington, residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

ACCEPTED \_\_\_\_\_, 2016:

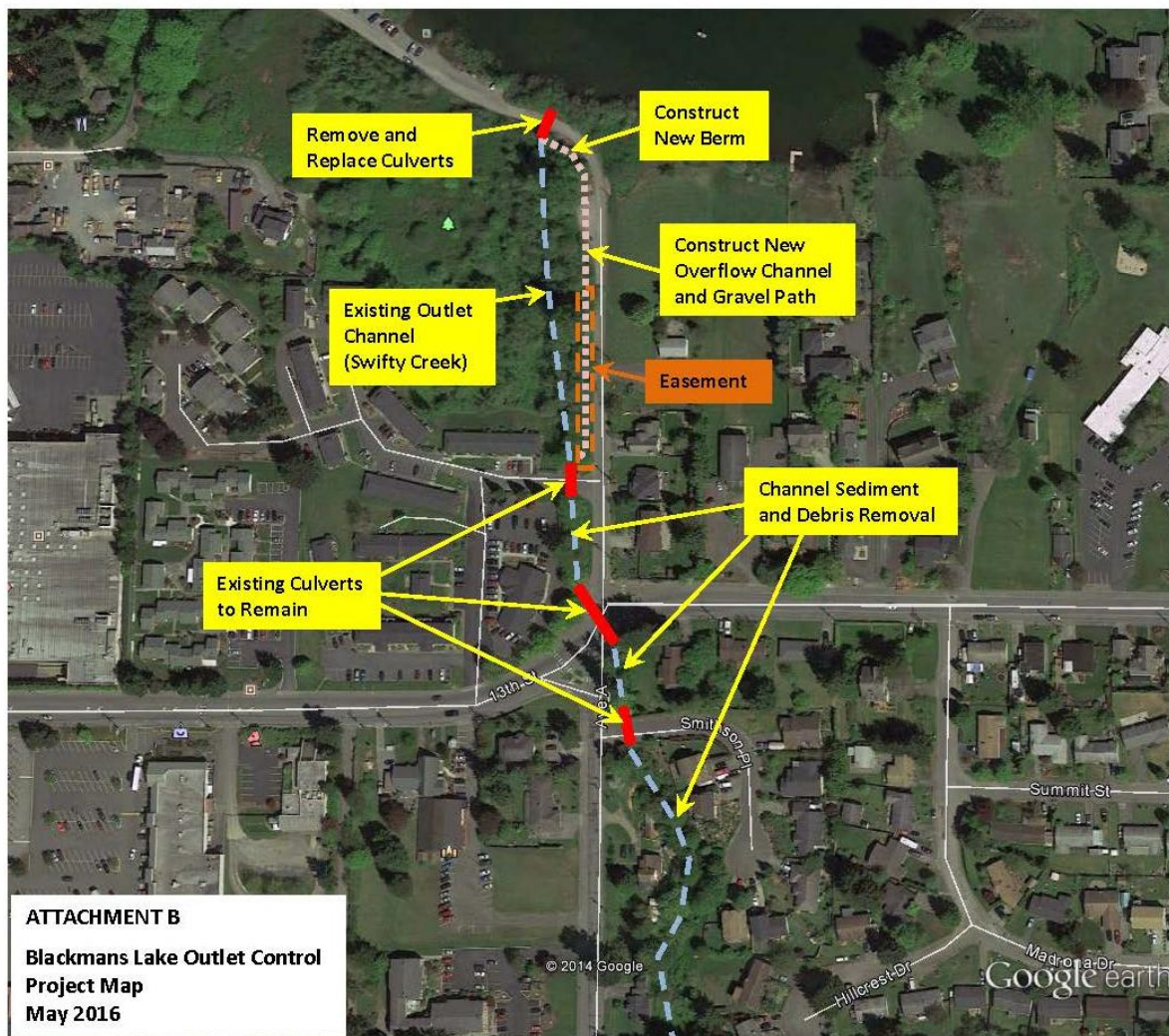
CITY OF SNOHOMISH

By: \_\_\_\_\_  
LARRY BAUMAN, City Manager





ATTACHMENT B



**CONSENT ITEM 7b**

**CONSENT ITEM 7c**

**Date:** May 17, 2016  
**To:** City Council  
**From:** Mayor Guzak  
**Subject:** **Reappointment of Yumi Roth to the Design Review Board**

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This agenda item seeks City Council confirmation of the reappointment of Yumi Roth to the Design Review Board (DRB) Position 5. Ms. Roth was first appointed in October 2014, and her current appointment ends May 21, 2016. Ms. Roth brings a background in architectural design to her work on the DRB. As Mayor, I am pleased to appoint Ms. Roth to another term as a DRB member.

Mayoral appointments to citizen advisory boards require confirmation by the City Council. DRB members serve four-year terms.

**STRATEGIC PLAN REFERENCE:** Not Applicable

**RECOMMENDATION:** That the City Council **CONFIRM** the reappointment of Yumi Roth to Design Review Board Position 5.

**ATTACHMENT:** Expression of interest from Yumi Roth

## **CONSENT ITEM 7c**

**From:** [Yumi Roth](#)  
**To:** [Karen Guzak \(Council\)](#)  
**Cc:** [Brooke Eidem](#)  
**Subject:** DRB - term update  
**Date:** Thursday, April 14, 2016 12:15:45 PM

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Mayor Guzak,

I am writing you to let you know that I am interested in being reappointed to another term on the Design Review Board. Please let me know if you need any additional information from me.

Sincerely,

Yumi Roth |  
9605 138th Dr. SE Snohomish WA 98290  
Tel| 425.212.8281 email| [rothyu@msn.com](mailto:rothyu@msn.com)